

# LABOR - MANAGEMENT AGREEMENT

*BETWEEN*

THE ADJUTANT GENERAL, GEORGIA ARMY & AIR NATIONAL GUARD

*AND*

THE GEORGIA ASSOCIATION OF CIVILIAN TECHNICIANS (ACT), INC.



**Approved:**

**8 August 2000**

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## **PREAMBLE**

**WHEREAS** the public interest requires high standards of performance and continual development and implementation of modern and progressive work practices to facilitate improved performance and efficiency; and

**WHEREAS** the well being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

**WHEREAS** the involvement of employees is improved through the maintenance of constructive and cooperative relationships between the labor organizations and management officials; and

**WHEREAS** the employer and the labor organization pledge to strive to address issues in the spirit of partnership and enhanced labor-management relations; and

**WHEREAS** there exists a clear and identifiable community of interest among the employees covered by this Agreement; and

**WHEREAS** this Agreement promotes the ease and efficiency of the Employer's operations;

**NOW, THEREFORE**, Pursuant to the policy set forth in the Public Law 95-454, as amended, the following Articles constitute an agreement by and between The Adjutant General of Georgia, hereinafter referred to as the Employer, and the Georgia Association of Civilian Technicians, ACT, Inc., hereinafter referred to as the Labor Organization or Union.

## **Terms of Reference:**

**Gender Neutrality:** Every effort was made to make this agreement language gender neutral. Any specific reference to "he" or "she" may be read as gender neutral.

**Non-Specific Assignment:** When used throughout this agreement the terms "selecting official", "supervisor", "manager" or "HRO" are generic references to the Employer or Employer's Representatives and do not assign work to specific individuals.

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# **ARTICLE 1**

## **RECOGNITION AND UNIT DESIGNATION**

### **SECTION 1.1 RECOGNITION:**

The Employer hereby recognizes the Labor Organization as the exclusive representative of all Technicians in the two units as defined in Section 1.2 below. The Labor Organization hereby recognizes the responsibility of representing the interests of all such Technicians without discrimination and regard to Labor Organization membership with respect to grievances, personnel policies and practices, or other matters affecting working conditions so far as they may be appropriate under applicable laws and regulations, including policies set forth in the Code of Federal Regulations and published agency policies and regulations.

### **SECTION 1.2 RECOGNIZED BARGAINING UNITS:**

The recognized bargaining units covered by this agreement are as follows:

- a. All General Schedule and Wage Board Technicians employed by the Georgia Air National Guard.
- b. All General Schedule and Wage Board Technicians employed by the Georgia Army National Guard.

### **SECTION 1.3 EXCLUDED POSITIONS:**

Excluded from the bargaining units covered by this agreement are management officials, supervisors, Technicians engaged in personnel work in other than a purely clerical capacity and Confidential Technicians as defined in 5 USC 7103 and 7112 (b), (2), (3), (4), (6), and (7).

### **SECTION 1.4 PROVIDE COPY OF HRMD:**

The employer shall provide to the Labor Organization on a semi-annual basis a copy of the Human Resources Manning Document which will list position nomenclature, incumbents of positions, and identification of supervisory positions. Current documents will be provided for a specific unit/activity upon request.

## **ARTICLE 2**

### **PURPOSE**

#### **SECTION 2.1 PURPOSE OF AGREEMENT:**

The purpose of this agreement is to identify the parties to this agreement and define their responsibilities under the agreement, and to state the personnel policies and practices and matters affecting conditions of employment as provided by this agreement and applicable laws and regulations. It is intended this agreement will meet the following purposes:

- a. To promote fair, equitable and reasonable working conditions.
- b. To promote programs designated to assist the employer and Technicians in achieving their acknowledged and recognized objectives.
- c. To promote the highest degree of efficiency, morale, and responsibility to the Georgia Army and Air National Guard.
- d. To provide for the prompt adjustment of any differences arising between the parties on matters covered by this agreement.
- e. To promote harmonious Labor-Management relations between the Employer and its Technicians.
- f. To promote and provide a safe and healthful work environment consistent with mission requirements.

## **ARTICLE 3**

### **LABOR-MANAGEMENT COOPERATION**

#### **SECTION 3.1 APPLICATION:**

The requirements of all Sections of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements.

#### **SECTION 3.2 GOVERNING LAWS, REGULATIONS, POLICIES:**

In the administration of all matters covered by the agreement, officials and Technicians are governed by existing laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations; by published agency policies and regulations in existence at the time the agreement was approved; or by subsequent published OPM, agency, and state policies and regulations and changes required by law and/or when negotiated by the Employer and Labor Organization.

#### **SECTION 3.3 EMPLOYER RIGHTS:**

Employer retains the right, in accordance with Section 7106(a), PL 95-454, to determine the mission, budget, organization, number of Technicians, internal security practices of the agency, and in accordance with applicable laws:

- a. To hire, assign, direct, layoff, and retain Technicians in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Technicians;
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- c. With respect to filling positions, to make selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion; or
  - (2) Any other appropriate source; and
- d. To take whatever actions necessary to carry out the agency mission during emergencies. An emergency may involve, but not limited to, situations where the Employer determines that the activity would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

#### **SECTION 3.4 PRINCIPLES OF LABOR-MANAGEMENT PARTNERSHIP:**

- a. The parties wish to set forth the principles of EXECUTIVE ORDER 12871 dated October 1, 1993 entitled "Labor Management Partnership."
  - (1) Either party desiring, or having a requirement, to meet with the other shall give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed (and the problem, which generated the cause for discussion). In the absence of compelling circumstances to the contrary, the parties shall meet within fifteen calendar days after such notice. Either party shall notify the other of any delay and the reason for such delay.

- (2) When the parties mutually agree in advance that a formal record of the meeting is necessary, the Employer will maintain records of meetings between management officials and the Labor Organization, indicating dates, those in attendance, subjects discussed, and decision(s) reached. In such cases, the Employer will prepare a memorandum for the record of such meetings within thirty (30) calendar days, which will be referred to the Labor Organization for concurrence or attachment of exceptions prior to filing.
  - (3) Compliance with the time frames set forth above should be accomplished unless additional time is requested by either party.
  - (4) Records of the above mentioned meetings will be reviewed and discussed at the start of each subsequent meeting.
  - (5) When time frames permit, management and the Labor Organization agree to discuss suggestions or recommendations which may form the basis of an Unfair Labor Practice charge or OSHA Complaint with each party prior to filing such charge or complaint.
  - (6) When possible, the parties also agree to use Alternative Dispute Resolution (ADR) by mutual agreement to avoid lengthy procedures involving settlements of grievances and complaints. ADR methods may include mediation, mediation-arbitration, fact-finding, grievance mediation or other means.
- b. In accordance with E.O. 12871 as amended, management agrees to involve the union through partnership discussions, and consider labor's input concerning items contained in 5 USC Sec. 7106(b)(1), including the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work. This involvement shall encompass the entire formal decision making process. However, in accordance with recent court decisions, management does not elect to negotiate over these items and management retains the final authority to determine the disposition of the items contained in 5 USC Sec. 7106(b)(1).

### **SECTION 3.5 LABOR-MANAGEMENT MEETINGS:**

- a. Labor-Management meetings will be conducted quarterly on a scheduled basis between the Labor Organization and The Adjutant General or his designated representative. Labor-Management meetings may be conducted at the local level when requested by either party. An agenda of items to be discussed will be prepared by the party requesting the meeting. Additional meetings may be requested by either party.
- b. Management and Labor Organization representatives at all levels will meet at reasonable times to discuss matters of mutual concern when requested by Management or Labor Organization.

**SECTION 3.6 WAGE SURVEY ASSISTANCE:**

When assistance is requested by an activity conducting a wage survey, the Employer agrees to provide for Labor Organization participation in wage survey activities in accordance with Office of Personnel Management guidelines contained in 5 CFR, Chapter 532, Federal Wage System, and supplements thereto.

**SECTION 3.7 LABOR ORGANIZATION AGREES TO ENCOURAGE TECHNICIANS:**

The Labor Organization agrees insofar as possible to encourage Technicians to (a) perform properly assigned duties to the best of their ability, (b) comply with applicable standards of conduct, (c) cooperate and strive to maintain good working relations with their supervisors and fellow Technicians and (d) participate in and promote programs designed to improve work methods and conditions.

## **ARTICLE 4**

### **DUES WITHHOLDING**

#### **SECTION 4.1 ARRANGEMENTS FOR DUES DEDUCTIONS:**

The Labor Organization and the Employer will make the following arrangements for dues deduction in accordance with Section 7115 of PL 95-454.

- a. The Labor Organization will provide the applicable allotment form(s) and make distribution of this form to its members. The Labor Organization will certify the amount of dues and inform and educate members on the program for allotment for payment of dues and uses and availability of the required form.
- b. The allotment form may be submitted to the Human Resources Office (HRO) at any time. Allotments will become effective on the first full pay period commencing after receipt of the applicable form by the Technician Payroll Office. Within one (1) pay period of receipt, the HRO will forward a copy of the SF 1187 to the appropriate Chapter showing date of receipt.
- c. An allotment shall terminate when the Technician leaves the unit as a result of any type of separation, transfer, reassignment, promotion or other action which would exclude the Technician from the bargaining unit; upon loss of exclusive recognition by the Labor Organization; or when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD.
- d. Voluntary revocation of dues withholding will be submitted to the HRO on the appropriate revocation form. A Technician may obtain this form from the Technician Payroll Office or the HRO. However, a written request to terminate dues withholding, signed by the Technician, will be acceptable. Voluntary termination of dues withholding will not become effective until the first full pay period following the first anniversary of the allotment. It is the Technician's responsibility to ensure the written revocation is received in the appropriate payroll office.
- e. After the first anniversary of the allotment, Technicians shall only be allowed to voluntarily revoke their allotment at the established anniversary date of December 1<sup>st</sup>. Termination of dues withholding will become effective the first full pay period beginning on or after December 1<sup>st</sup>. It is the Technician's responsibility to ensure the written revocation is received in the appropriate payroll office not later than December 1<sup>st</sup> to be considered.
- f. Upon receipt of the revocation request, the HRO will immediately forward a copy to the local chapter showing date of receipt.
- g. The appropriate Technician Payroll Office will submit the remittance of dues withheld and a listing of names and amounts withheld for each payroll period for which deductions are made pursuant to voluntary allotments to the Treasurer of the Association of Civilian Technicians, ACT, Inc. The Association of Civilian Technicians, ACT, Inc. will furnish, in writing, the current address of the Treasurer to the Technician Payroll Office.

- h. Dues will be withheld each pay period. Changes in the amount of regular dues withheld will be made as frequently as any change in pay occurs.
- i. The Employer agrees that dues withholding shall be accomplished at no cost to the Labor Organization.
- j. The State Chairman may, upon request, assist the LRS with validation of the Defense Civilian Payroll list of dues paying members.

## **ARTICLE 5**

### **LABOR ORGANIZATION REPRESENTATION**

#### **SECTION 5.1 OFFICIAL TIME:**

- a. The Employer agrees that reasonable time will be made available, without loss of annual leave, during the normal duty hours for Labor Organization representatives. Compensatory time may be granted by immediate supervisor for Labor Organization Representatives if representation extends beyond the normal duty day. Official time is authorized for the following purposes:
  - (1) Stewards or Labor Organization officials conferring with Technician(s) and/or supervisors concerning grievances.
  - (2) Labor Organization representatives meeting with management officials to discuss matters of mutual concern.
  - (3) Preparatory time for pre-negotiations, negotiations, appeals, grievances, complaints, and scheduled meetings.
  - (4) Labor Organization representatives attending and assisting in Federal Wage System Survey work as data collectors in accordance with applicable laws and regulations.
  - (5) Members of the Executive Council changing clothes during duty hours for performing representational functions.
  - (6) While traveling to and from prearranged meetings between the Adjutant General and other management officials and the Labor Organization.
  - (7) Training of officers/stewards of the Labor Organization. It is understood this training will be of mutual concern to the Labor Organization and Management.
  - (8) Prepare and maintain records and reports required of the Labor Organization by Federal Agencies and maintain financial records and books required to complete Department of Labor reports.
- b. The employer recognizes the potential for added responsibilities and requirements of the State Chairman. This potential may generate an increase in the usage of official time to fulfill these duties and responsibilities.
- c. It is agreed that official time granted to representatives of the Labor Organization, while in a pay status, will not be used for any matter in relation to the internal business of the Labor Organization.
- d. Annual usage will be managed by the Labor Organization State Chairman with review and concurrence by the HRO.

#### **SECTION 5.2 LABOR ORGANIZATION RECOGNITION:**

Management agrees to recognize the officers of the State Council, and officers of the Army Unit and the Air Unit, Labor Organization representatives appointed by the Chairman of the State Council, and stewards of the Labor Organization.

### **SECTION 5.3 STEWARDS:**

- a. All stewards elected by the Labor Organization should be selected from and will normally restrict their activities to the geographical areas they are designated to represent. The Employer recognizes the Union's right to assign representational duties of all stewards and officers.
- b. The number of stewards may be changed due to inadequate steward representation by mutual agreement between the designated representative of The Adjutant General and the State Chairman of the Georgia Association of Civilian Technicians. The Labor Organization shall supply the Employer a written request for change in steward representation.
- c. The Labor Organization is authorized up to 45 steward positions. The Labor Organization shall supply HRO, in writing and on a current basis, a complete list of all Labor Organization officers and all authorized stewards.
- d. No person shall be recognized as an officer of the Labor Organization or a steward unless the HRO is verbally notified by a member of the Executive Council and follow up by an updated written listing to the HRO within thirty (30) days.

### **SECTION 5.4 SUPERVISOR/STEWARD COORDINATION:**

A steward will obtain concurrence from the immediate supervisor before leaving the work area, stating the general purpose and destination. Concurrence will be granted except when the supervisor determines that the steward is needed in order to meet an immediate requirement to achieve the mission. In the event the employer or designated representative cannot grant concurrence, this person shall advise the steward of the reason for the denial and advise the steward when they can reasonably expect to be released. The immediate supervisor of the represented individual will be contacted by the steward or represented individual prior to the scheduled visit. In the event, the supervisor cannot grant concurrence to see the Technician at that time, he/she shall advise the steward of the reason for denial and advise him/her when they can reasonably expect to be released. Upon returning to the work area, the steward will notify the supervisor of his/her return.

### **SECTION 5.5 ORIENTATION CHECKLIST:**

The Employer's new Technician orientation checklist covering all aspects of Technician employment will also include the following:

- a. A statement advising the new Technician of the Labor Organization's exclusive recognition status and right under Article 6 and provide the Labor Organization the opportunity to address new employees during orientation in-processing.
- b. Verification that the Technician was provided a copy of the Labor-Management Agreement.

### **SECTION 5.6 NEW TECHNICIAN LISTING:**

The HRO shall provide the State Chairman with a monthly list of new bargaining unit Technician names if requested.

## **ARTICLE 6**

### **TECHNICIAN RIGHTS**

#### **SECTION 6.1 TECHNICIAN RIGHTS:**

The Employer and the Labor Organization agree that each Technician has the right, freely and without fear of penalty or reprisal, to form, join, and assist a Labor Organization, or to refrain from any such activity, and each Technician shall be protected in the exercise of this right. The right to assist a Labor Organization extends to participation in the management of the organization and acting for such organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take the action required to assure Technicians are apprised of their rights described in this article and no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a Labor Organization.

#### **SECTION 6.2 TECHNICIANS DISCUSS MATTERS OF CONCERN:**

The terms of this agreement do not prevent any Technician from discussing matters of personal concern with his/her supervisor without using the grievance procedure.

#### **SECTION 6.3 REPRESENTATIONAL RIGHTS:**

Technicians have the right to request Labor Organization representation or being represented by an attorney or other representative, other than the labor organization, of the employees own choosing on matters effecting their working conditions or employment. The employer representative should advise the employee of the right to representation prior to any examination that may result in disciplinary action.

#### **SECTION 6.4 TECHNICIAN IDENTIFICATION:**

Upon request, technicians shall be issued service specific civilian identification cards.

## **ARTICLE 7**

### **DRESS AND APPEARANCE**

#### **SECTION 7.1 MILITARY UNIFORM:**

Excepted Technicians, while performing technician duties, shall wear the military uniform and comply with appearance standards as specified in the applicable Air Force or Army regulation, as appropriate, and as designated by the Employer for the nature of their work. Competitive Technicians shall wear appropriate attire for the nature of their work and the location of their employment.

#### **SECTION 7.2 BATTLE DRESS UNIFORM (BDU):**

The appropriate uniform will be worn in the work area and anytime the Technician leaves his/her immediate work area during duty hours.

#### **SECTION 7.3 EXCEPTIONS:**

Under the following conditions, excepted Technicians will not be required to wear the military uniform. These exceptions fall under two categories:

- a. Excepted Technicians who are Labor Organization Officials performing representational duties while:
  - (1) Engaged in Labor-Management negotiations or Labor-Management meetings with The Adjutant General or his representative or while by government surface vehicle to perform this duty.
  - (2) Attending an official management approved "LMR Seminar" solely as a representative of the Labor Organization and attendance is mutually beneficial to both Labor and Management.
  - (3) Representing the Labor Organization on committees, hearings, or third party proceedings.
  - (4) Accompanying inspectors when conducting OSHA inspections of Units/Activities.
- b. All excepted Technicians when:
  - (1) Performing representational duties on behalf of the labor organization members, to include OSHA inspections, investigations of complaints, etc.
  - (2) Attending meetings with supervisors and union officials to discuss grievances at the formal stage.
  - (3) Changing clothes prior to and subsequent to the above situations.

#### **SECTION 7.4 ISSUE AND REPLACEMENT OF UNIFORMS TO EXCEPTED TECHNICIANS:**

- a. In addition to normal military issue and subject to budgetary constraints, the employer will provide a total of two (2) additional sets (blouse, pants) of Battle Dress Uniforms (BDU), or one (1) set (shirts, pants or skirts) of class B uniforms as applicable to a technician's duties.
- b. Subject to budgetary constraints, all name tags, military rank, and other accouterments required by applicable regulation on the military uniform shall be provided and attached by the Employer at no expense to bargaining unit Technicians.
- c. Uniforms and uniform items will be replaced on a fair wear and tear basis.
- d. If, because of budgetary constraints, the employer cannot provide additional uniforms or sewing services, the employer will consult with the union and provide an explanation.

## **ARTICLE 8**

### **HOURS OF WORK**

#### **SECTION 8.1 DEFINITIONS:**

- a. Administrative workweek means a period of seven consecutive calendar days designated in advance.
- b. Basic workweek means the established 40-hour workweek within the administrative workweek.

#### **SECTION 8.2 BASIC WORKWEEK/WORKDAY:**

The Adjutant General retains the unfettered authority to set the work schedule. As a general rule, the basic workweek and work day for the Technicians in the bargaining unit will be operated in accordance with the current Adjutant General's workweek policy. The current workweek policy, subject to change by the Adjutant General, allows Commanders and selecting officials to utilize a combination of the following work schedules: four ten-hour days per week, five eight-hour days per week, or a compressed schedule consisting of eight nine-hour days, one eight-hour day and one day off in a two-week pay period. Prior to effecting any change in the workweek or hours of work, other than for work requirements and other requirements consistent with 5 U.S.C. § 6101(a)(3)(A) and 5 CFR 610.121, the Employer will seek the Labor Organization's views and negotiate the impact and implementation of the proposed change.

#### **SECTION 8.3 TECHNICIAN RESPONSIBILITY TO REPORT FOR WORK/EMERGENCY:**

- a. Technicians have a responsibility to report to work in proper attire promptly at the beginning of their scheduled work period. Technicians will notify their first line supervisor or designated representative as soon as possible, but no later than two hours after beginning of the work shift; except in the case of an emergency, the technician will provide notification, as soon as possible, of the conditions that prevented them from reporting to work on time.
- b. Tardiness and absences from duty of less than an hour may be excused when the reasons are justified to the supervisor. When not justifiable, the absence must be charged to compensatory time, annual leave, leave without pay, or absence without leave; in addition, the absence may become the basis for disciplinary action. The Technician will not be permitted or required to work during any period for which leave is charged.

#### **SECTION 8.4 LUNCH PERIOD:**

Lunch periods during which a Technician is entirely free of duty may not be considered duty time and must be scheduled outside the hours established as the daily hours of work. When time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as work time for which compensation is allowed. Where such on-the-job lunch period is in effect, Technicians must spend the time in close proximity to their workstations and be available for work. Rest periods of 15 minutes during the first half and the second half of an ten-hour shift will be granted when one of the following conditions is met (Rest breaks will not be taken in conjunction with the lunch period nor with the beginning or end of the work day.):

- a. Protection of Technicians' health by relief from hazardous work or work which requires continual and/or considerable physical exertion.
- b. Reduction of accident rate by removal of potential fatigue.
- c. Working in confined spaces or in areas where normal personal activities are restricted.
- d. Increase in, or maintenance of, high quality and/or quantity production traceable to the rest period.

#### **SECTION 8.5 INCIDENTAL DUTIES:**

Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, are considered part of the job requirements within the established hours of work.

#### **SECTION 8.6 PERSONNEL REQUIREMENTS FOR COMPENSATORY WORK:**

Personnel requirements for compensatory work will be based upon the skills needed or will be rotated among qualified Technicians insofar as possible. Technicians, who volunteer to work compensatory time, with necessary skills required, may be utilized at the discretion of the supervisor. In the event there are no volunteers with sufficient skills, management will select individuals to work overtime. Notice of known compensatory requirements will be given to Technicians as far in advance as the situation permits. Compensatory time off will be granted for overtime worked on an hour-per-hour basis in accordance with applicable regulations.

#### **SECTION 8.7 COMPENSATORY TIME:**

Technicians scheduled to work compensatory time will be notified of any cancellation of scheduled compensatory time work by the end of the preceding workday. Technicians scheduled to work compensatory time on any non-duty day will be notified of any cancellation of scheduled compensatory time work as soon as it is known but not later than 1200 hours on the preceding duty day.

#### **SECTION 8.8 CALL BACK:**

Unscheduled call back work performed by a Technician on a day when work was not scheduled, or for which the Technician is required to return to his/her place of employment, is deemed at least two (2) hours in duration.

#### **SECTION 8.9 STANDBY:**

No standby at home in a non-pay status will be required of any Technician. Compensation will be one hour of compensatory time earned for each one hour (or any part of one hour) required to be on standby at home.

#### **SECTION 8.10 PREMIUM PAY:**

All shift, holiday, and Sunday premium pays, if applicable, will be paid as authorized by law, or regulation.

**SECTION 8.11 SHIFT WORK:**

- a. When a shift vacancy occurs in a given work center, current employees on other shifts may be provided the opportunity to volunteer for the vacant shift position as long as they have the qualifications necessary to perform the assigned duties.
- b. When the employer has agreed to allow personnel on one shift to volunteer for a vacant position on another shift, and there is more than one qualified employee volunteering for the position, the employer will consider technician seniority in the selection.

## **ARTICLE 9**

### **LEAVE**

#### **SECTION 9.1 ANNUAL LEAVE EARNING/APPLYING FOR LEAVE:**

Technicians shall earn annual leave in accordance with applicable regulations and statutes. Technicians are encouraged to apply for leave as far in advance as possible. A Technician's request to take annual leave will normally be granted as requested unless the employer or designated representative (i.e. supervisor) determines the Technician's presence is necessary to meet work requirements. Technicians may be authorized at any time to utilize all their leave during one continuous period, insofar as mission requirements permit, as determined by the appropriate supervisor.

- a. When application for leave is submitted on SF 71 to the supervisor at least eight weeks in advance of the beginning of the period requested, the following procedures will apply:
  - (1) When more Technicians, having the same skill and the same supervisor, have applied than can be permitted to be absent during the period requested, service computation dates (SCD) will be used to determine who will be authorized leave. Service computation dates may be invoked only one time during a calendar year.
  - (2) The employer or designated representative (supervisor) will notify the Technicians concerned of the decision seven weeks in advance of the leave requested. If the Technician has not been notified of the status of the leave request, it is his/her responsibility to contact the supervisor for this decision. Normally, the employer will not cancel approved leave unless the employer determines the employee's presence is necessary to meet work requirements. The employer will provide justification for any cancellation decision to the employee. Prior to cancellation of approved leave, the employer agrees to consider any adverse effect on the employee, which may be caused by cancellation of the approved leave.
  - (3) Service computation dates may not be invoked for leave requests submitted to the supervisor less than eight weeks before the beginning of the period requested.
- b. On or about October 1 each year, the appropriate supervisor will review the Technician leave status to determine if the Technician has any unscheduled leave that would be in excess of 240 hours at the end of the leave year. When the supervisor determines it is necessary to schedule leave that may be forfeited, he/she will counsel with the Technician in order to obtain any preference of dates prior to scheduling leave. At any time after obtaining the Technician's preference, the supervisor may schedule excess leave, using the Technician's preferred days insofar as mission permits.
- c. Leave requests for emergency reasons will be considered on an individual basis. Technicians will notify their supervisor as soon as possible after the beginning of their workshift for approval of leave, stating the reason for the request and the approximate time they desire to be absent from work. When Technicians cannot contact their immediate supervisor, they will contact the second level supervisor and continue until a supervisor in their chain is contacted personally.
- d. When any request for leave is submitted on SF 71 and is denied, the reason for denial will be entered on SF 71 and the Technician will be notified.

## **SECTION 9.2 SICK LEAVE EARNING/RESPONSIBILITY:**

Technicians shall earn and be granted sick leave in accordance with applicable statutes and regulations. The Technician shall notify the appropriate supervisor of his/her illness within two hours after the beginning of the work shift, except in cases of emergency in which notification shall be made as soon as possible.

- a. It is the responsibility of the Technician's supervisor to ascertain whether absences are properly chargeable to sick leave, in compliance with CFR, NGB, and HRR 630.
  - (1) Technicians must furnish a medical certificate to support sick leave for absences in excess of five consecutive workdays.
  - (2) A medical certificate may be required for absences of less than five consecutive workdays whenever there is reason to believe the sick leave privilege is being abused. (Example: Absences of short duration, which occur at frequent intervals). Management reserves the right to require a medical certificate for sick leave without advanced notification. However, in such cases, the employer or designated representative (supervisor) may counsel the Technician and advise the Technician, in writing, that a medical certificate will be required to support any future approval of sick leave regardless of duration. This notice will contain the reasons the Technician is required to furnish a medical certificate.
- b. Supervisors will review the sick leave record of those Technicians required to present a medical certificate in accordance with paragraph 2a(2) above every six months to determine if this requirement should continue. The Technician will be advised, in writing, of the supervisor's determination.
- c. Request for advancement of sick leave (not to exceed 240 hours) will be submitted in advance by the Technician concerned through supervisory channels to the HRO for approval. If the request is approved, the advancement of sick leave will be forwarded to the Comptroller.
  - (1) Advancement of sick leave will only be requested after all annual and compensatory leave have been exhausted. The request for advancement of sick leave must contain a medical certificate signed by a licensed medical practitioner indicating the Technician's prognosis, the ability to perform light duty, and the expected date of return to full time work.
  - (2) A Technician will not be advanced sick leave if he/she has a past record of sick leave abuse or if reasonably expected that the Technician will not return to duty, i.e.; when the Technician has applied for disability retirement. A Technician does not have a vested right to advance sick leave, regardless of the circumstances.

## **SECTION 9.3 COMPENSATORY TIME:**

Compensatory time is time off, on a hour-for-hour basis, which will be given to Technicians during their scheduled hours of work equal to the amount of time spent by them in regular or irregular overtime work. All compensatory time earned will be recorded on appropriate Time and Attendance Records. Compensatory time earned must be used within twenty-six (26) pay periods from the pay period in which it was earned. There are no provisions for restoration of compensatory time after 26 pay periods. It is the

Technician's responsibility, in coordination with the first line supervisor, to schedule the use of earned compensatory time.

#### **SECTION 9.4 LEAVE WITHOUT PAY:**

Leave without pay up to one year may be granted, upon request, for the purpose of serving on a temporary basis as an officer, Technician, or representative of the Labor Organization; or for reasons such as job-related training, recovery from illness, personal emergencies, etc subject to approval by the Employer. Requests for extension may be submitted up to 60 days prior to the expiration of the period of leave without pay. A determination on such requests will be made no later than 30 days prior to the expiration date.

#### **SECTION 9.5 EXCUSED ABSENCES - PHYSICAL EXAMINATION:**

Excused absence will be granted to Technicians for the time required for physical examinations directed by the Employer.

#### **SECTION 9.6 EXCUSED ABSENCES - VOTING:**

In accordance with Human Resource Regulation 630 (HRR 630), Technicians may be excused for a reasonable time, when practicable to do so without seriously interfering with operations, to vote or register in any elections or in referendums on a civic matter in their community. Generally, a technician is excused from duty as to permit him/her to report for work three hours after the polls open or to leave work three hours before the polls close, whichever results in the lesser amount of time off.

#### **SECTION 9.7 EXCUSED ABSENCES – BLOOD/APHERESIS DONOR:**

All Technicians who volunteer as blood/apheresis donors, without compensation, to the American Red Cross, to military hospitals, or other blood banks, or respond to emergency calls for needy individuals, may be authorized a maximum of one-half day excused absence for blood donations. This excused absence is authorized once every sixty days and is for the express purpose of donating blood or blood products and recuperation. Any leave granted must be utilized at the time of the donation and may not be taken at a later date. A longer period may be authorized only when required for donor recuperation purposes.

#### **SECTION 9.8 REVIEW PERSONNEL RECORDS:**

Excused absences will be authorized for Technicians to review their personnel records located at HRO. This excused absence will be approved by the employer or designated representative (immediate supervisor) and the time/date coordinated with HRO. This type of excused absence will not exceed six hours review time once annually for any Technician. Travel time will be authorized and excluded from the six hours of excused absence.

### **SECTION 9.9 MILITARY LEAVE:**

Technicians serving under permanent or temporary indefinite appointments who are members of the National Guard or Reserve Components are entitled to military leave.

- a. An eligible Technician is authorized to use any military leave that is available whenever ordered to active duty, active duty for training or inactive duty training periods (RUTAs and MUTAs).
- b. Upon being ordered to military active duty, a Technician with accrued military leave may use other leave first, i.e., annual leave, compensatory leave, or leave without pay, for the performance of such duty; however, he/she may not commingle military leave and other types of leave for the sole purpose of avoiding charging military leave for intervening non-workdays and/or holidays.
- c. A Technician may be granted a partial day of annual leave, leave without pay, or compensatory time off at the beginning or end of a period of absence for military active duty to avoid being charged a full day of military leave for just a partial day's absence from Technician duties. This occurs when a Technician reports to military active duty after a Technician workday begins or is released from military active duty prior to the end of Technician workday.
- d. Military leave is chargeable on a calendar day basis. No charge is made for non-workdays and holidays at the beginning or end of a period of absence on active military duty; however, if military leave is being utilized, all intervening non-workdays and holidays falling within the period of absence for military duty must be charged to military leave. Commingling of military leave and other types of leave is not appropriate for the sole purpose of avoiding use of military leave on non-workdays and holidays falling within a period of Military Active Duty.
- e. The statute governing military leave provides accrual of military leave on a fiscal year basis with carryover of unused military leave for up to a maximum of fifteen (15) additional days. Full-time Technicians, therefore, have the potential of thirty (30) days of military leave during a fiscal year. The accrual and granting of military leave will be in accordance with GA HRR 630 and other applicable regulations. Technicians may be granted an additional 44 days of OCONUS military leave for support duty outside of the continental United States (Title 10 status) in accordance with applicable laws and regulations.
- f. Technicians are responsible for timely coordinating and requesting leave for military duty with supervisors and furnish required orders and certification of attendance to properly account and certify time and attendance reports.

### **SECTION 9.10 LAW ENFORCEMENT LEAVE:**

- a. In accordance with applicable laws and regulations, Law Enforcement Leave (LEL) includes technicians ordered to active duty in support of drug interdiction operations, search and rescue missions, dropping hay to cattle during blizzards, etc. Law Enforcement Leave is available to National Guard technicians serving under a permanent or temporary indefinite status appointment for 22 workdays in a calendar year for the purpose of providing military aid to enforce the law or assisting civil authorities in a State active duty status, or provide assistance to Civil Authorities in the protection of life, property or prevention of injury.

- b. Technicians may elect to use annual leave, compensatory time, or leave without pay, before using Law Enforcement Leave (LEL).
- c. When technicians are excused from technician employment for law enforcement leave, pay (other than travel, transportation, or per diem allowances) received for any period of time they are excused from technician employment will result in adjustment in Technician Civilian pay. If the military pay exceeds the civilian pay, no civilian pay will be made, nor will a refund of the excess military pay be required.

#### **SECTION 9.11 FAMILY AND MEDICAL LEAVE:**

- a. Technician entitlement for family and medical leave. In accordance with GA HRR 630 and other applicable regulations and law, an eligible technician is entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:
  - (1) The birth of a son or daughter of the technician and the care of such son or daughter;
  - (2) The placement of a son or daughter with the technician for adoption or foster care;
  - (3) The care of a spouse, son, daughter or parent of the technician, who have a serious health condition; or;
  - (4) A serious health condition of the technician that makes the technician unable to perform the essential functions of his or her position;
  - (5) Make arrangements necessitated by the death of a family member or attend funeral of a family member.
- b. The Family Friendly Leave Act defines family members as:
  - (1) Spouses and parents thereof;
  - (2) Children, including adopted children and spouses thereof;
  - (3) Parents;
  - (4) Brothers and sisters, and spouses thereof;
  - (5) Any individual related by blood or affinity whose close association with the technician is the equivalent of a family relationship.
- c. A technician shall take only the amount of family and medical leave necessary to manage the circumstance that prompted the need for leave.
- d. Technicians may substitute appropriate paid leave for any or all of the period of time taken for the above purposes. In the event the technician elects to do so, he or she should notify their selecting official, in writing, at least 2 weeks prior to the date such paid time off commences. If the technician is in a LWOP status when the request is made the selecting official will return the technician to duty. The technician will then be placed in the appropriate leave status consistent with the current law and regulations governing the granting of annual, sick, etc.
- e. Additional documentation. All requests for leave under this entitlement shall include a memorandum stating circumstances that prompted the need for leave and a medical certificate from the health care provider to include the date the serious health condition commenced; the probable duration of the

condition; and the appropriate health facts within the knowledge of the health provider as to the technician's condition or the need for the technician to be with his family.

- f. Authority to grant leave for the above purposes is delegated to the first level supervisor. The supervisor is responsible for maintaining documentation on leave approved and reporting annually to the HRO using HRO Form 630-2.

#### **SECTION 9.12 BONE MARROW/ORGAN DONATION:**

The Organ Donor Act currently allows federal employees seven (7) days paid leave to serve as a bone marrow donor and thirty (30) days paid leave to serve as an organ donor in a calendar year.

#### **SECTION 9.13 MILITARY FUNERALS:**

Technicians may participate as pall bearers or members of honor guards in military funeral honors in accordance with applicable laws regulations and policies.

#### **SECTION 9.14 CONFERENCE OR CONVENTIONS:**

A Technician may be excused to attend a conference or convention when in the best interest of the Georgia Army and Air National Guard and approved by the Employer. Excused absence is not applicable when attendance is in a military status (pay or non-pay); and in such cases, military and/or annual leave would be appropriate.

#### **SECTION 9.15 VOLUNTARY LEAVE TRANSFER PROGRAM:**

The Voluntary Leave Transfer Program provides that the accrued annual leave of one or more National Guard technicians may be transferred for use by another technician needing such leave because of a medical condition and/or emergency. The leave transfer program will be implemented in accordance with GA HRR 630 and other applicable laws and regulations.

#### **SECTION 9.16 ADMINISTRATIVE DISMISSALS:**

When the Employer authorizes the shut-down or closure of an activity in a unit because of weather conditions or other emergency situation, the following criteria shall govern the status of the affected Technician: All Technicians are to presume that installation will be operational each regular work day regardless of weather or other emergency conditions. Activity/facility supervisors shall determine through normal supervisory channels if their activity shall remain open or if it is to be closed based on anticipated or prevailing conditions and Technicians dismissed. Technician status at the time of the supervisor determination to close the activity and dismiss will be as follows:

- a. If the Technician is on duty and excused, there is no charge to leave for remaining hours of the work schedule following dismissal.
- b. If the Technician is on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only from the time the Technician departed until the time set for

dismissal. Technician will not be permitted to depart before the time set for dismissal without a charge to leave.

- c. If the Technician is scheduled to report for duty after an initial period of leave and dismissal is given before the Technician can report, the leave will be charged until the time set for dismissal.
- d. If the Technician is absent on approved leave for the entire work shift, the entire absence is charge to appropriate leave status requested.
- e. A liberal leave policy will apply during weather or emergency conditions which preclude significant numbers of Technicians from reporting to work.

## **ARTICLE 10**

### **SAFETY AND OCCUPATIONAL HEALTH**

#### **SECTION 10.1 EMPLOYER RESPONSIBILITIES:**

The employer agrees to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of all employees and to provide safety and health training for all employees in accordance with applicable laws, rules, and regulations. These rules, laws, and regulations shall be available and adhered to by all employees. Hazardous tasks will normally be assigned and performed by employees who have received appropriate briefings, instructions, training or schooling pertinent to the hazardous tasks to be performed. The labor organization agrees to cooperate in these efforts and encourage technicians to work in a safe manner and obey established safety policies and directives. The performance of hazardous tasks shall incorporate all immediately available safety precautions and devices.

#### **SECTION 10.2 SAFETY AND PROTECTIVE CLOTHING/EQUIPMENT:**

- a. The Employer, in accordance with applicable regulations, agrees to provide all appropriate safety and protective clothing, and equipment during the Technicians' performance of duties. When a technician wears prescription eyeglasses and their duties require safety eyewear, the technician may provide their prescription to the Employer who will provide one pair of prescription safety glasses. It is acknowledged that certain tasks performed involve a degree of hazard. To the extent feasible and practical, the Employer agrees to fully evaluate the need for protective clothing and equipment in performing such work. Clothing and equipment shall be at no cost to the Technician for purchase, repair or replacement.
- b. When a Technician's assigned duties require working with hazardous workplace materials, that Technician is required to wear the provided personal protective equipment (PPE). Should a Technician's work uniform become contaminated or excessively soiled with hazardous materials as determined by material safety data sheets (MSDS) and determined to be hazardous or unserviceable by the HAZMAT representative at each unit/facility, that uniform will be replaced on a fair wear and tear basis and disposed of in accordance with the applicable MSDS procedures.

#### **SECTION 10.3 SAFETY PRECAUTION RESPONSIBILITIES:**

It Shall be the responsibility of the employer and Technician to observe all safety precautions and maintain the standard of safety established in accordance with applicable regulations and safety and occupational health policies.

#### **SECTION 10.4 PROCEDURE FOR UNSAFE/HAZARDOUS ASSIGNMENTS:**

- a. Management will give full consideration to the need to adhere to established safety directives in the assignment of work. Should a Technician observe or believe a work assignment is unsafe or involves a potential hazard to their health, the Technician should report the circumstances to management and

the labor organization immediately. Any person may report an unsafe or hazardous condition or one that places an employee in imminent danger. Upon receiving such a report, the employer will insure the work is being performed in accordance with the proper procedures and safety directives or, in the case of imminent danger, immediately cease the work process until the appropriate safety procedures and directives are effected to assure the safety of the Technician.

- b. The term "imminent danger" means any condition(s) or practice(s) which could be expected to cause death or serious physical harm immediately or before the danger can be eliminated through normal procedures. The employee may decline to perform assigned tasks due to imminent risk of death or serious bodily harm until those risks are mitigated through appropriate safety precautions.

#### **SECTION 10.5 PROPERLY UTILIZE EQUIPMENT/DEVICES:**

All Technicians will properly utilize the prescribed safety equipment and protective devices required for the type of work performed.

#### **SECTION 10.6 TECHNICIANS FREE FROM REPRISALS:**

Technicians who file a safety complaint or who request OSHA to inspect a facility, shall be free from reprisals, disciplinary action, or harassment because of a request or complaint.

#### **SECTION 10.7 CLOTHING CHANGE DURING DUTY HOURS :**

When clothing being worn by a Technician has become impregnated with fuels, acids, or any other contaminants, which may create a hazard to the wearer, the Technician will be permitted to change clothing. Excused absence, based on the time necessary to change clothing, shall be granted to the technician by the employer or designated representative. It is understood that any technician regularly subject to the above working conditions should make every effort to maintain a change of clothes at the worksite to avoid unnecessary work delays.

#### **SECTION 10.8 REPAIR EQUIPMENT AT OTHER LOCATIONS:**

When Technicians are required to repair equipment at a location other than home station, consideration will be given by the employer to the method, the means, and the appropriate number of personnel to perform the repair, to insure both expeditious job accomplishment and safety of the Technician.

#### **SECTION 10.9 WORKERS' COMPENSATION ENTITLEMENTS:**

- a. It is the Employer's responsibility to advise, orient and assist Technicians regarding entitlement to medical and loss of pay benefits for injuries or illnesses that occur which are job related. It is the Technician's responsibility to report any injury or illness that he/she feels may be job related to the supervisor as soon as possible after occurrence. The employer, in conjunction with the employee, shall insure proper procedures are followed and that all necessary documents are completed as soon as possible in accordance with all applicable regulations and timelines. When the Technician is incapacitated and unable to notify the supervisor of injury or illness, it shall be management's

responsibility to initiate the required procedures as soon as they are aware an incident has occurred. In all situations covered by the Federal Employees Compensation Act, the employer and the Human Resources Office, specifically, are available to provide advice and assistance.

- b. Technicians absent due to on-job illness or injury will fully cooperate with the employer in securing interim medical reports concerning the Technician's medical condition. The Technician will have their attending physician provide to the employer a written prognosis and date for the technicians return to full, full limited, or light duty. If the treating physician indicates a Technician is physically able to return to work of any kind, and such work is available, the Technician will be notified to report for duty the workday following the physician's determination. Care will be taken by the employer or designated representative to ensure the duties being performed are in accordance with the restrictions imposed by the physician. A Technician is to be advised that refusing to return to work when ordered could result in overpayment and/or AWOL.

#### **SECTION 10.10 LABOR REPRESENTATIVE ACCOMPANY INSPECTION TEAM:**

A Labor Organization representative will be permitted to accompany any Safety, Occupational Health, or other workplace inspection teams during an evaluation of their unit/facility. A copy of the inspections team's findings and recommendations will be forwarded to the Labor Organization.

#### **SECTION 10.11 HAZARDOUS MATERIAL TRAINING PROGRAM:**

All personnel who handle, use, or are potentially exposed to hazardous materials in the course of their duties will receive training and information in accordance with applicable laws, directives and policies. Material safety data sheets (MSDS) will be on file and available to employees exposed to chemical hazards.

#### **SECTION 10.12 OCCUPATIONAL SAFETY AND HEALTH COUNCIL (OSHC):**

The labor organization will be notified of OSHC issues which involve employee related occupational safety and health matters. A labor organization representative will be present during employee oriented or labor organization topics of discussion at OSHC meetings.

## **ARTICLE 11**

### **ENVIRONMENT**

#### **SECTION 11.1 EMPLOYER PROVIDES BEST POSSIBLE ENVIRONMENT:**

The Employer shall provide the best possible environment for the safety and well being of the Technician. Current conditions will always be considered in the assignment of duties.

#### **SECTION 11.2 ENVIRONMENTAL DIFFERENTIAL PAY (EDP):**

Wage Grade Technicians who, in the performance of their duties, are exposed to various degrees of hazard, physical hardship, and working conditions of an unusual nature may be authorized EDP in accordance with 5 CFR Sec. 532, and GA HRR 532. Any supervisor or Technician may submit a request for determination of eligibility for EDP in connection with the performance of his/her duties. Such requests will be in writing and submitted through supervisory channels to the Employer for determination of environmental differential pay in accordance with 5 CFR Sec. 532 and other applicable laws and regulations.

#### **SECTION 11.3 HAZARDOUS DUTY PAY:**

5 CFR Sec. 550 and GA HRR 550 govern payment of hazard differential for General Schedule Technicians. Hazard differential shall be paid only for a duty included in the Office of Personnel Management schedule of irregular or intermittent hazardous duties involving physical hardship published in 5 CFR Sec. 550. However, a differential may not be paid a Technician for a duty listed when the duty has been credited in the classification of the Technician's position. Requests for hazardous duty pay will be submitted through supervisory channels to HRO for approval.

#### **SECTION 11.4 EXTREME COLD:**

The employer recognizes the hazards of working outside for extended periods in extremely cold temperatures. The employer acknowledges the responsibility to insure the adequacy of cold weather gear worn and availability of all such protective equipment prior to venturing out into extreme temperatures for an extended period of time. The employer will furnish authorized cold weather protective gear at no cost to the employees and monitor working conditions.

- a. Management acknowledges that there are certain cold factors beyond which employees are incapable of performing sustained work.
- b. It is realized that tolerance between individuals differ and that the type of outside work being accomplished affects the body heat generated by a worker, therefore, common sense and the following chart must be applied when considering maximum exposure time.

*(chill chart on next page)*

(chill chart continued)

<b>Chill Chart (I/A/W AFI 91-213/AFP 91-215 &amp; FM 21-10</b>	
<b>Chill Factor Temperature (°F)</b>	<b>Time Limit for Exposure (Hrs &amp; Min)</b>
<b>-20°</b>	<b>0:45</b>
<b>-15°</b>	<b>1:00</b>
<b>-10°</b>	<b>1:15</b>
<b>-05°</b>	<b>1:30</b>
<b>-0°</b>	<b>1:45</b>
<b>+10°</b>	<b>2:00</b>

**SECTION 11.5 EXTREME HEAT:**

- a. The Employer recognizes the potential hazards of working outside for extended periods in extremely hot temperatures. Individual tolerance to temperature extremes varies and may be affected by the type of sustained outside activity (light, moderate, or heavy) being accomplished and, therefore, common sense must be applied.
- b. In accordance with AFOSH/OSHA standards, AFI 91-213, AFP 91-215, and FM 21-10, risk assessment principals will be utilized to maximize operational capabilities while minimizing risks during periods of extremely hot temperatures when sustained outside work is required.
- c. In accordance with AFOSH/OSHA Standards, the Employer will monitor weather conditions and determine when extremely hot temperatures are a work factor.
- d. Mission-essential work will be performed to meet requirements. If the outside temperature becomes extremely hot and the Employer determines it is a work factor, the Employer will institute appropriate work control measures such as rest periods in cool areas, cool drinking water, etc., to reduce the risks involved in sustained mission-essential outside work in accordance with the chart contained in section 11.6.
- e. If the outside temperature becomes extremely hot and the Employer determines it is a work factor, the Employer will make every reasonable effort to minimize sustained non-mission essential outside work. The Employer will determine what appropriate work control measures will be instituted to reduce risks involved in sustained non-mission essential outside work.
- f. The Employer will make every effort to train supervisors and employees on the effects of heat and sun exposure.
- g. The employer will make sunscreen and any other PPE required by regulation, available for use by those employees whose duties involve routine and sustained exposure to the sun.
- h. The employer will provide access to the laws, regulations, and instructions applicable to this article.

**SECTION 11.6 HEAT FACTOR CHART:**

When determining that extreme heat is a work factor, the employer will use AFOSH/OSHA Standards, AFI 91-213/AFP 91-215 & FM 21-10 and the following heat chart.

Heat Chart				
Category	Heat Condition	WGBT Index	Water Intake (qt/hr)	Hourly Work/Rest Cycle
I	*	Below 82	0.5 pint	50/10
II	Green	82-84	0.5-1.5 pints	50/10
III	Yellow	85-87	1.0-1.5 pints	45/15
IV	Red	88-89	1.5-2.0 pints	30/30
V	Black**	90-Above	More than 2.0 pints	20/40
* At heat conditions below green, intense physical activity may cause heat injuries - use care!				
** Suspend physical training and strenuous activity. If mission requires strenuous activity, enforce water intake to minimize expected heat injuries.				

## ARTICLE 12

### MERIT PLACEMENT AND PROMOTION

#### **SECTION 12.1 PURPOSE AND POLICY:**

- a. This article explains, supplements and establishes, those provisions in GA HRR 335 governing merit promotion and placement matters. This article will be used to fill all federal excepted and competitive vacancies as well as promotions and competitive reassignments for bargaining unit positions in the Georgia National Guard. Full consideration for promotion opportunity will be afforded to currently employed technicians on the basis of merit.
- b. The policy of the Georgia National Guard is to create a stable work force and provide maximum opportunity for employee advancement. FIRST CONSIDERATION WILL BE GIVEN TO FILLING VACANT POSITIONS FROM WITHIN THE TECHNICIAN WORK FORCE IN GEORGIA.
- c. The purposes of this article are:
  - (1) To provide procedures that will insure that each Technician receives first consideration for all bargaining unit position vacancies for which they qualify.
  - (2) To present for management's consideration, qualified applicants.
  - (3) To give Technicians an opportunity to receive fair and appropriate consideration for higher level positions.

#### **SECTION 12.2 DEFINITIONS:**

- a. Area of Consideration - An area of consideration is the area (geographic, organizationally, or functionally) in which an intensive search for eligible candidates is made.
- b. Excepted Service - Technicians who are required to be military members of the National Guard as a condition of employment.
- c. Competitive Service - Technicians who are not required to be members of the National Guard as a condition of employment.
- d. Selecting Official - An individual appointed by The Adjutant General as the administrative head of an organization for the purpose of assisting in the administration of the National Guard Technician Personnel Program within the State. The Selecting Official may designate their authority to other management officials. The list of selecting officials and their designee will be provided to the union upon request.
- e. Transfer - A change of an employee, without a break in service of one full workday, from a position in one agency to a position in another agency.
- f. Reassignment - A change from one position to another position at the same pay grade.
- g. Detail - A temporary change of job assignment for a specified time period, with the technician returning to his or her regular duties at the end of the period.

- h. Temporary Promotion - The placement of a technician into a higher-graded position for which commensurate pay is received for a temporary period after which the technician will revert to the position from which was promoted.
- i. Promotion Potential Positions - Positions that provide an opportunity for promotion (trainee or upward mobility) in the same line of work. These positions normally provide training and experience for higher-level promotions.
- j. Reasonable Offer - A position that is equal to or higher than the retained grade. The assignment to a position of lesser military grade is not considered a reasonable offer.
- k. Retained Grade – Retention of an eligible technician's grade for a period not to exceed two years when demoted by RIF, reclassification, or management directed reassignment with the employee's concurrence.
- l. Retained Pay – Entitlement of eligible technicians to current pay when it exceeds the maximum rate of the grade of the position in which placed.
- m. Selective Placement Factors - Those job related knowledge, skills, abilities (KSA's) or other qualifications absolutely essential for satisfactory performance on the job. KSA's will be stated on all technician vacancy announcements and used as part of qualification requirements for the position to be filled.
- n. Commuting Area - The geographical area in which a person can reasonably be expected to travel to and from work on a daily basis.
- o. Recommending Supervisor - Selecting official or the supervisor delegated by the selecting official to conduct the employment interviews.
- p. Qualifications Review Board (QRB) - The Employer's representatives that rate and rank all applicants in accordance with criteria established by GA HRR 335 and this article for the purpose of determining the five (5) best qualified applicants.

### **SECTION 12.3 EXCEPTIONS:**

- a. Promotion due to issuance of new classification standards or the correction of a classification error.
- b. Placement of overgraded technicians entitled to grade retention as a result of RIF or reclassification.
- c. Promotion when competition was previously conducted (i.e., position advertised with known promotion potential).
- d. Repromotion to a grade or an intervening grade or position from which a technician was demoted without personal cause and not at his or her request.
- e. Promotion resulting from a technician's position being reclassified at a higher grade because of additional duties and responsibilities.
- f. Position change to a position having no higher promotion potential.
- g. Position change required by Reduction In Force regulations.
- h. Temporary promotion of 120 days or less.
- i. Details to higher-grade position or to a position with known promotion potential for 120 days or less.

- j. Selection of a former technician from the Reemployment Priority List for a position at the same or lower grade than the one last held.

#### **SECTION 12.4 TEMPORARY INDEFINITE APPOINTMENTS:**

Excepted appointments with indefinite time limitations should be used when the appointment is expected to extend beyond one year. Competitive procedures must be used when filling a position on an indefinite basis in accordance with GA HRR 335 and the provisions of this article.

#### **SECTION 12.5 ANNOUNCEMENT FORMAT:**

Vacancy announcements will contain the following information:

- a. Announcement number.
- b. Title, series, and grade.
- c. Organization and location.
- d. Status of appointment (Excepted or Competitive).
- e. Military appointment requirement (Officer, Warrant Officer, Enlisted) and compatibility requirements.
- f. Opening and closing dates of announcement.
- g. Salary range.
- h. Qualification requirements for the position to include specialized and/or general experience, knowledge, skills, and abilities (KSA's - see section 12.6) and other selective placement factors.
- i. Brief description of duties.
- j. Equal employment opportunity statement.
- k. Area of consideration.
- l. Instructions for applying.
- m. Information regarding known promotion potential, if applicable.
- n. Special conditions of employment, or developmental training, if applicable.
- o. Designated security clearance required.
- p. Medical standards/physical requirements.
- q. Electronic Fund Transfer Information

#### **SECTION 12.6 KNOWLEDGE, SKILLS, AND ABILITIES (KSA):**

Selective placement factors are the knowledge, skills, and abilities, (KSA's) or other qualifications absolutely essential for satisfactory performance in the job. The KSA's will be determined prior to advertising a position and will be stated in the vacancy announcement. KSA requirements are used to determine qualifications and are the major ranking factors to determine the best-qualified candidates. *Applicants for positions are highly encouraged to specifically address the KSA's required in the vacancy announcement.*

**SECTION 12.7 VACANCY POSTINGS:**

Bargaining Unit Technician vacancy announcements will normally be opened for twenty calendar days. Requests for announcements less than 20 calendar days will require selecting official coordination with the labor organization and approval by the HRO. To insure all interested candidates are aware of the vacancy, announcements will be posted conspicuously throughout the area of consideration in a central location within each of the major work facilities. Vacancy announcements will be made available and provided to the State Chairman or his/her designee.

**SECTION 12.8 SELECTION TIME LIMITS:**

Normally, the selection process, including the rating and ranking by the QRB, will be concluded within sixty (60) calendar days after the vacancy announcement closing date. The State Chairman or designated labor representative, or any applicant (if requested by the applicant) will be provided the reasons for delays beyond sixty (60) days.

**SECTION 12.9 APPLICATIONS and BASIC ELIGIBILITY:**

- a. The application is the basic document by which the applicant's qualification for the position is determined. It must reflect the applicant's current and past employment data as well as military service (active, Reserve, or National Guard.) Complete and accurate data is essential to insure fair evaluation of candidates. Persons interested in applying for a vacancy announcement may do so in one of the following ways:
  - (1) Submit a completed SF 171 Application for Federal Employment.
  - (2) Submit a completed OF 612 Optional Application for Federal Employment.
  - (3) Submit a complete Resume as prescribed by the Office of Personnel Management (OPM).
- b. A properly completed and separate Application will be submitted for each vacancy announcement in which applicants are interested. Applicants should be sure to address specifically each of the KSA's described in the vacancy announcement in order to receive maximum credit for their experience and training. *If more than one type of duty is described in the experience portion of the application, applicants must include the approximate percentage of time performing each type of duty.* Technicians should retain a copy of their completed application for future use. *It is the ultimate responsibility of the applicant to ensure that a complete, accurate, up-to-date application is submitted for each vacancy.* Applications must be signed and dated in ink. Facsimile applications are permissible. Applications will be submitted as follows:
  - (1) Applications will be forwarded so as to reach the designated Human Resources Office Representative no later than close of business on the closing date specified on the vacancy announcement.
  - (2) Applicants not currently commissioned, applying for an excepted position requiring commissioned officer status, must submit evidence of eligibility for a commission.

- (3) Submitting applications in government envelopes, using government postage, or government fax machines is prohibited by law. Applications or documentation received in the HRO using government supplies and equipment will not be considered.
- (4) Any additional documentation not required by the vacancy announcement (e.g., position descriptions, performance evaluation, letters of recommendation, certificates of training, etc.) will be removed from application package and will not be returned to the applicant.
- c. Basic Eligibility – Applications will be reviewed by the HRO designated staffing representative to determine basic eligibility. Applicants who meet the minimal qualification and eligibility requirements, as required on the vacancy announcement, will be considered eligible for selection.

**SECTION 12.10 AREAS OF CONSIDERATION:**

- a. The area of consideration for each specific position vacancy announcement will be that deemed most appropriate by the HRO to ensure the receipt of sufficient highly qualified candidates. The type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be considered in determining the area of consideration. Management can extend the established area of consideration for a particular placement action when it has been determined the initial area did not produce a sufficient number of qualified candidates after coordination with the union. The following are the established areas of consideration:
  - (1) Army National Guard Positions
    - (a) Area One - The first area of consideration will be to Georgia Army National Guard Technicians.
    - (b) Area Two - The next area of consideration will be to Georgia Air National Guard Technicians.
    - (c) Area Three - Further extension of the area of consideration may be made to sources outside the Georgia National Guard Technician Program when sufficient qualified applicants are not available.
  - (2) Air National Guard Positions.
    - (a) Area One - The first area of consideration will be to Georgia Air National Guard Technicians.
    - (b) Area Two - The next area of consideration will be to Georgia Army National Guard Technicians.
    - (c) Area Three - Further extension of the area of consideration may be made to sources outside of the Georgia National Guard Technician Program when sufficient qualified applicants are not available.
- b. For vacant bargaining unit positions, the initial area of consideration will be area one. In these instances, area two and three candidates will not be submitted to the selecting official for consideration until area one candidates have been given priority first consideration and non-selected upon first consideration.
- c. Any Technician employed without competition will not be considered an Area One candidate for Area One vacancy announcements.

#### **SECTION 12.11 CERTIFICATE REFERRAL:**

- a. After basic eligibility and qualifications have been determined, and all necessary materials gathered, the HRO Staffing Representative will provide an initial selection and referral certificate to the Selecting Official containing qualified Area One Candidates. When there are five (5) or less qualified candidates, the Selecting Official is not required to use the Qualifications Review Board (QRB) to rank candidates. The Selecting Official, however, may elect to do so if he/she deems it desirable. When six (6) or more eligible and basically qualified candidates are referred to the selecting official a QRB will be used.
- b. After first consideration, should the Selecting Official choose to non-select from the initial selection and referral certificate of Area One candidates, the selecting official will justify, in writing, the non-selection to HRO. The HRO will notify the State Chairman or designated Union representative of the non-selection, discuss the justification and consider the Union's input. Once justification has been accepted by the HRO, the selecting official will be provided with additional candidates as identified in section 12.10.
- c. Area two candidates will be interviewed and considered using the same procedures as the area one candidates prior to the Selecting Official receiving candidates from any other source.

#### **SECTION 12.12 EVALUATION AND QUALIFICATIONS REVIEW BOARD (QRB):**

- a. The Selecting Official or designated representative may select from qualified candidates by using one of the following methods:
  - (1) Request assistance of the HRO or HRO designee to appoint a Qualifications Review Board (QRB) for the purpose of rating and ranking candidates to determine the best qualified when there are six (6) or more qualified applicants or,
  - (2) Interview ALL qualified candidates using the Knowledge, Skills, and Abilities (KSA's) method when there are five (5) or fewer qualified candidates or,
  - (3) Elect to use both the QRB and interview process to make a selection. After the QRB certificate is provided to the selecting official, he, she, or a designated representative will interview ALL referred candidates.
- b. The Selecting Official with assistance from the HRO or HRO designee, shall appoint a QRB consisting of three members and up to two observers, subject to approval by HRO/HRO representative, in accordance with the following criteria:
  - (1) QRB Members:
    - (a) Every effort must be made to ensure that at least two out of three members are subject matter experts selected from the technical area of the vacancy concerned. Exceptions to this criterion must be approved by the Human Resources Officer (HRO) in advance.
    - (b) One (or more) board members may be a supervisor from outside of the vacancy announcements work center.
    - (c) All QRB members must be of equal or higher grade than the grade of the position announced.
    - (d) Selecting Officials WILL NOT serve as QRB members.

- (e) Supervisors of the vacancy announcement concerned WILL NOT serve as QRB members.
- (2) QRB Observers:
  - (a) For bargaining unit positions – One observer, chosen by officials of the labor organization may, at the option of HRO, be allowed to observe the QRB process.
  - (b) One observer from outside of the vacancy announcement area, if deemed necessary and at the option of The Human Resources Officer, will be allowed to provide additional support to ensure equal employment opportunity sufficiency and process integrity. The labor representative will be informed of the additional observer.
  - (c) Selecting Officials WILL NOT serve as QRB observers.
  - (d) Supervisors of the vacancy announcement concerned WILL NOT serve as QRB observers
- c. *Persons, appointed as a member, observer or participant in a QRB will be informed that the QRB processes and results are strictly confidential and that any substantiated breach of this confidence may subject those QRB participants to disciplinary action in accordance with NGB TPR 752.*

#### **SECTION 12.13 RATING AND RANKING OF APPLICANTS:**

Procedures for rating and ranking excepted technicians, subject to change by the Employer, will be conducted in accordance with GA HRR 335. Any changes to GA HRR 335 will be conducted in accordance with appropriate impact and implementation bargaining procedures.

- a. The current point system as established by the Employer in GA HRR 335 will be utilized to establish the ranking of applicants. The current criteria to receive ratings are as follows:
  - (1) A Qualifications Review Board will use the materials submitted to evaluate the extent to which each candidate's experience meets each of the position's KSA requirements. Experience will be rated in categories as shown below for each KSA indicated on the vacancy announcement.
  - (2) "A" level experience. Candidate possesses type and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation.
  - (3) "B" level experience. Candidate possesses type and quality of experience that exceed the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position within a reasonable period of time (e.g., 3 to 6 months).
  - (4) "C" level experience. Candidate possesses type and quality of experience that fully meets the basic requirements of the position, and that would allow the candidate to perform effectively in the position only after substantial period (more than 6 months) or orientation and training.
  - (5) "D" level experience. Candidate does not possess the type and quality of experience that exceeds the minimal requirements and would not be expected to perform effectively in the position.

- b. The point value assigned to A, B, C and D levels is determined by the number of KSA factors used, as outlined in the following table:

Point Values Assigned to Each Experience Level Based on Number of KSA Factors						
Level of Experience	Number of KSA Factors					
	Three KSA Factors	Four KSA Factors	Five KSA Factors	Six KSA Factors	Seven KSA Factors	Eight KSA Factors
A	33.3	25.0	20.0	16.6	14.2	12.5
B	28.3	21.2	17.0	14.1	12.1	10.6
C	23.3	17.5	14.0	11.6	10.0	8.7
D	0.0	0.0	0.0	0.0	0.0	0.0

- c. Using five KSA factors as an example, a candidate's combined category rating of AABBC (20, 20, 17, 17, and 14) converts to 88. A maximum of 100 points may be credited for this factor.
- d. Credit for Training and Education. A maximum of three points will be awarded for this factor, as outlined below:
- (1) Training and Education: Specific educational course work can be used as a selective factor only when the use of education as an alternative to required experience is appropriate and is provided for in the qualification standards. When such education is used in meeting basic qualification requirements no additional credit will be granted during the paneling process. Other related education and training will be credited according to the following point values, to a maximum of three (3) points:
    - (a) 1 point - One year of technical or vocational training or one year of college.
    - (b) 2 points - Completion of a two-year technical or vocational training program or a two-year associate degree from a college or university.
    - (c) 3 points - A four-year bachelor's degree, or higher degree, from a college or university.
- e. Credit for Appraisals and Awards. A maximum of seven points will be awarded for this factor, as outlined in Chapter 4 (see point values at para. 4.4 a.(1)(a), page 12).
- f. Compute Overall Rating. The numerical score for each of the factors (Experience; Performance appraisals and Awards; and Training and Education) will be added together and will constitute the overall rating. Candidates scoring points from 1 to 60 will be considered minimally qualified for the position. Candidates achieving 61 to 84 points will be considered in the highly qualified category. Candidates scoring 85 to 110 points will be placed in the best-qualified category. The scores will be combined and recorded on NGB form 300-4 or appropriate substitute. The QRB will refer to the

selecting official, in writing, the five highest ranked candidates for consideration for selection. When more than one position is to be filled from list, one additional highest-ranked candidate for each additional position advertised will be included. Service computation date followed by Technician service date will be used as a tie-breaker in instances of tied scores for the last person placed on the list of referred candidates.

#### **SECTION 12.14 SELECTING OFFICIAL RESPONSIBILITIES:**

- a. The selecting official is entitled to select or non-select from among any of the applicants indicated on the list of candidates referred. The selection will be made with sole reference to merit and fitness and without regard to any other non-merit factors.
- b. Interviews. The Selecting Official will provide for a fair and impartial interview of EACH eligible candidate listed on the HRO referral and selection certificate. If the Selecting Official used both processes, he or she will make a selection after interviewing ALL referred candidates from the QRB certificate. If personal interviews are not possible, telephone interviews may be conducted. If requested by the applicant and circumstances allow, the selecting official will make every effort to grant a personal interview in lieu of a telephone interview. Interviews will be thoroughly documented on HRO Form 335 (Interview Rating Form). The Selecting Official will then make a selection. The selecting official or recommending supervisor conducting the interviews will maintain interview notes and these will become a part of the record. Once selection has been made, the selecting official will return all forms used during the interview process as well as the selection package to the HRO. An "Interview Guide" is included for reference in GA HRR 335.
- c. Employment Inquiries. The selecting official, or the recommending supervisor, may conduct inquiries to verify information provided by the applicants to provide reasonable assurance that there is no information that would mitigate against the selection.
- d. Selection. The Selecting Official will:
  - (1) Make one or more selections or non-select (with justification).
  - (2) Indicate Military Unit of Assignment. Selected applicant must be able to meet the military assignment criteria of the vacancy announcement.
  - (3) Indicate MOS/SSI/AFSC; TOE/TDA position, paragraph and line number / MPCNs
  - (4) Submit completed OF Form 49, Employment Inquiry, (if applicable).
  - (5) Submit SF 52B for selection of applicant, indicating grade level when positions are announced at multiple grade levels (e.g., WG-05/08/10.)
  - (6) Submit copies of any interview notes and employment inquiries obtained.
  - (7) Sign Referral and Selection Register and forward the selection package to the HRO Staffing Representative no later than the established suspense date indicated on the referral and selection register. Selection officials requiring additional time should request an extension in writing to the HRO Staffing Specialist prior to the suspense date. Air Selecting Officials will first forward the selection package to the Base Comptroller for fund certification.

- e. Non-Selection. If the Selecting Official non-selects from the QRB referred candidates, he or she will provide definitive justification in writing for non-selecting each candidate to the HRO. The HRO will notify the State Chairman or designated Union representative of the non-selection, discuss the justifications for non-selection, and consider the Union's input. If justification is approved by the HRO, the Selecting Official will consider the remaining Area One candidates listed on the HRO Referral Certificate. The Selecting Official may select or non-select from the remaining Area One candidates. If the Selecting Official non-selects, the same procedures outlined above will apply. If justification is approved by the HRO, the selecting official will be provided with additional candidates as identified in section 12.10. If no selection is made, the position will be re-announced or left vacant.

#### **SECTION 12.15 HRO or DESIGNATED REPRESENTATIVE RESPONSIBILITIES:**

- a. The HRO or designated representative will notify the individuals on the selection certificate (NGB Form 300-6) of the selection.
- b. Arrange a release date of the selectee.
- c. HRO or designated representative will advise, in writing, those individuals who did not meet qualifications required for the position in a reasonable amount of time.
- d. When the Selecting Official non-selects the entire selection certificate, the HRO will ensure that the justification is provided for each candidate non-selected in accordance with the above sections.

#### **SECTION 12.16 INDIVIDUAL RESPONSIBILITIES:**

Individual technicians are responsible for:

- a. Familiarizing themselves with the provisions of the Merit Promotion and Placement Plan.
- b. Pursuing developmental opportunities in preparing to assume higher level duties.
- c. Assuring application forms and Official Personnel Folders (OPF's) contain accurate and current information concerning qualifications and self-development activities.
- d. Arranging with their supervisors to submit applications for vacancies when temporarily absent from their positions.

#### **SECTION 12.17 TECHNICIAN RELEASE:**

After selection for promotion/placement, a Technician should be released promptly from their present position. Release will normally be within two (2) weeks after selection, either the start of the 1st day of the next pay period, or the fill date as specified on SF 52B (Request for Personnel Action).

#### **SECTION 12.18 SELECTION DELAYS:**

If the vacant position remains open, the referral certificate (NGB Form 300-6) may ~~will~~ remain in effect for six (6) months. The HRO will notify the candidates as to the reason for a cancellation or delay.

**SECTION 12.19 RECORDS:**

- a. Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of merit promotion/placement plan; for a clear record of the actions taken; and for proof that the filling of Technician vacancies are being made on a fair and equitable basis in accordance with this article.
- b. The following records are to be maintained by the HRO or designated representative:
  - (1) Copy of the vacancy announcement.
  - (2) Copy of NGB Form 300-6.
  - (3) Copy of the application and attached documents.
  - (4) Forms used in the evaluation and rating process.
- c. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution.

**SECTION 12.20 GRIEVANCES:**

- a. A Technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.
- b. The Employer, upon written request, will provide to the Labor Organization the promotional material utilized in assisting the qualifications of the eligible candidates in an alleged, or formal grievance action. Confidentiality of promotion material will be maintained by the Labor Organization.
- c. If a grievance concerning a merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

**SECTION 12.21 ADMINISTRATIVE REVIEW:**

Should a non-selected Technician wish to know the possible reason(s) for non-selection, they may request an administrative review from the Selecting Official or supervisor. The Selecting Official or supervisor will address the area where improvement can be made to enhance the individuals promotion potential. The intent is not for the Technician to grieve his/her non-selection but to provide the Technician an awareness of potential weakness.

## **ARTICLE 13**

### **DETAILS AND TEMPORARY PROMOTIONS**

#### **SECTION 13.1 DEFINITION:**

A detail is the temporary assignment of an employee to a different position for a specified period of time, with the employee returning to their regular position and duties at the termination of the detail. Technically, a position is not filled on a permanent basis by a detail, since the employee continues to be the incumbent of the position from which detailed and keeps the same status and pay.

#### **SECTION 13.2 USE OF DETAILS:**

The Employer agrees to keep details for the shortest practicable time limits and make continuing efforts to secure necessary services by appropriate personnel actions. The HRO will provide advice on conditions and limits on details to all supervisors and managers.

#### **SECTION 13.3 PROCEDURES:**

- a. Details of less than 30 calendar days may be executed by the Selecting Official or their designee without written authority from the HRO. Such details can be recorded on an SF 52B.
- b. Details in excess of 30 days not to exceed 120 days will be requested on SF 52B (Request for Personnel Action) to the HRO. The record of the detail (SF 50) will be filed in the Technician's Official Personnel Folder. Details may be effected in 120 calendar day increments to the same or lower grade positions for up to one year. Detail of employees will be accomplished in accordance with GA HRR 335.
- c. Management should assess the mission needs of the organization prior to detailing employees out of their assigned position. Consideration should be given to distributing the duties of the absent employee to other higher graded positions within the unit/facility. To the extent possible, the employer agrees to fill all position vacancies that may impact on bargaining unit members rather than use details. If a detail is required, qualified volunteers for the detail will be solicited and accepted before non-volunteers are assigned. When no qualified employees volunteer for a detail, the employer agrees to rotate the detail among the qualified employees in the area/section affected. When these procedures cannot be applied, the employer agrees to explain the circumstances to the Labor Organization.

#### **SECTION 13.4 TEMPORARY PROMOTIONS:**

- a. When the Employer requires the temporary service of an employee in a higher graded position to be performed, the employee will be temporarily promoted. A temporary promotion may be from thirty (30) days to one year in duration.
- b. Employees will not be temporarily promoted to higher graded positions in excess of 120 days without competitive vacancy announcement procedures being utilized. For temporary promotions of less than

120 days, the employer will consider rotation of all qualified employees in the vacant position work area for the temporary promotion.

- c. The employee selected for temporary promotion must be given advance notice of the reason(s) the promotion is being effected on a temporary basis rather than a permanent basis, the expected duration of the promotion, rights to return to their position when the period of temporary promotion ends, and the circumstances under which the temporary promotion can be made permanent. This notice should be in writing, and the employee's acceptance (signature) must be obtained prior to effecting a temporary promotion.
- d. Temporary promotions will be accomplished in accordance with GA HRR 335 and this Article.

## **ARTICLE 14**

### **REDUCTION-IN-FORCE**

#### **SECTION 14.1 IMPLEMENTATION OF REDUCTION-IN-FORCE:**

The Adjutant General is responsible for implementing a reduction in force in accordance with GA HRR 351 and this article.

#### **SECTION 14.2 PROCEDURES GOVERNED BY TPR AND PUBLIC LAW:**

Procedures relating to reduction in force will be governed by provisions of National Guard Bureau Regulation TPR 351, GA HRR 351, Public Law 95-454 and this article. The detailed procedures to effectuate this article will be in accordance with the Impact and Implementation article of the Labor/Management Agreement. Further, both parties agree that procedures used by management officials in exercising their authority are negotiable. To that extent, the Adjutant General of Georgia, in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements/procedures for the bargaining unit Technicians adversely effected by implementation of this article.

#### **SECTION 14.3 PROCEDURES TO BE USED:**

- a. A RIF occurs when a Technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another Technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the Technician.
- b. At the time a RIF notification is received, the initial Labor/Management negotiation meetings will establish that portion of the bargaining unit effected.
- c. A competitive level consists of a group of identical or similar positions for which Technicians compete for retention. Group like positions by competitive levels within each competitive area. Generally, each competitive level consists of positions which:
  - (1) Have the same grade and occupational series, or
  - (2) Are similar enough in qualification requirements, working conditions, duties, and pay so that the incumbent of one position can perform the duties of another position without significant training or interruption of work operations.
  - (3) Supervisory positions will not be placed in the same competitive level as bargaining unit Technicians.
- d. All positions involved in RIF will compete using the following procedures:
  - (1) Placement actions. Placement offers and competition for occupied positions will occur in the following order:
  - (2) Placement in vacant positions at the same grade or pay.
    - (a) Competition for occupied positions at the same grade or pay.

- (3) Placement in vacant positions at lower grade levels or pay.
  - (a) Competition for occupied positions at lower grade levels or pay.
- e. Some positions in the same occupational series should be in different competitive levels because of major differences in functions and qualifications.
- f. There is no limit on the number of positions that may be assigned to a particular competitive level. The competitive level may consist of only one position if it is too unique to be grouped with other positions.
- g. The position to which the Technician is permanently and officially assigned will be used to establish competitive levels (the position to which the Technician is temporarily promoted, temporarily reassigned, or detailed will not be used).
- h. Tenure groups are the categories in which Technicians are grouped based on length of employment and completion of probationary/trial periods.
  - (1) Tenure Group I. Permanent, competitive service Technicians with career status, who have successfully completed their probationary period, and permanent, excepted service Technicians who have successfully completed a trial period.
  - (2) Tenure Group II. Permanent Technicians who are serving a trial or probationary period. This category includes competitive service Technicians with career-conditional status and excepted service Technicians who have not completed their trial period. Competitive service Technicians under career appointments who must serve a probationary period are also in tenure II.
  - (3) Tenure Group III. Technicians who serve under indefinite appointment in the excepted service.
- i. A retention register is a record that lists Technicians in descending order, within their competitive levels, and tenure group, starting with the Technician with the highest score first.
  - (1) A Technician retention standing will be computed using the average score of the last three official performance appraisals. For example, a Technician may have received a performance rating score of -3-(1998), -3-(1999), -2-(2000). Divide the total score of all three appraisals (8) by 3 which equates to 2.66. The Technician score of 2.66 will then be placed on the retention register.
  - (2) The following table as established by, and subject to change by, the Employer in GA HRR 351 provides the numerical score equated to the performance rating:
 

Outstanding	-	5 points
Excellent	-	4 points
Acceptable	-	3 points
Marginal	-	2 points
Unacceptable	-	1 point
- (3) Technicians who do not have three (3) current appraisals on file will be credited with a fully acceptable (3) rating for any missing appraisals.
- (4) The Technician Service Date (TSD) will be used as a tiebreaker when two or more Technicians in the same tenure group have the same retention score. The service computation date (SCD) will be used as a further tiebreaker if required.

- (5) At the time the Adjutant General or NGB authorizes a RIF, the HRO through Impact and Implementation Bargaining with the Labor Organization will establish a cut-off date for receipt of any new appraisals. Receipt of a new performance appraisal after a RIF has been authorized will not affect the Technician's retention standing. However, if a decision on an appealed performance appraisal is issued before the effective date of the Technician's release from competitive level, use the appraisal rating and score which resulted from the appeal.
- (6) Technicians with an overall performance rating of unacceptable may only compete with or displace other Technicians with unacceptable performance appraisals.

#### **SECTION 14.4 HRO RESPONSIBILITIES:**

- a. Meet with the Labor Organization to explain the need for a RIF, and upon request provide all documents and correspondence received, relative to the RIF action. The parties will then negotiate the appropriate procedures to be used.
- b. Screen the manning documents to determine which vacancies will be needed for placement action.
- c. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
- d. When the parties mutually agree a general notice is required, as a minimum, it will contain the following:
  - (1) The established competitive area.
  - (2) The established date appraisals are to be/have been frozen.
  - (3) The date personnel actions are frozen (i.e., reassignments, promotions, hiring, etc.).
  - (4) Point of contact (POC) for program counseling.
  - (5) Established date and times for appropriate separation briefings, if known.
- e. A written notice will be given to each affected Technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

## **ARTICLE 15**

### **TRAINING**

#### **SECTION 15.1 RECOGNITION OF NEED FOR TRAINING:**

The Employer and the Labor Organization recognize the continuing need for additional training, retraining, and career development opportunities for all Technicians which will improve their skills, knowledge, and abilities to perform their official duties. The employer is responsible for training programs as may be required to improve the efficiency of the Technician program. Selection of Technicians for training will be based on need for training, on a fair and equitable basis.

#### **SECTION 15.2 MILITARY SERVICE SCHOOL IN TECHNICIAN STATUS:**

Technicians may be permitted to attend military service schools in a Technician status subject to the approval of the Employer under the following conditions:

- a. The Technician's position has been affected by an equipment conversion that has impacted significantly on position duties to the extent that new equipment training is required to meet the basic qualifications necessary to perform the job.
- b. After all placement efforts have failed, Technicians who have been reassigned as a result of a reduction-in-force and require this training to achieve basic military and/or Technician qualification requirements for the positions to which they have been reassigned.
- c. A change in a Technician's position description has been made that requires formal training at a civilian or military service school.
- d. A Technician's position description contains duties and responsibilities that are not included in the mandatory "Qualifications Requirements" (and thus not a prerequisite for employment), and the Technician's supervisor recommends it would be in the best interest of the National Guard the Technician attend the retraining, or the training has been strongly suggested/required by NGB, inspection teams, etc.
- e. A requirement to attend a training course at a military service school has been levied on a Technician by NGB, inspection teams, etc., and it is the considered opinion of the Technician's supervisor the qualifications/knowledge gained by attendance at the course will have a greater impact on the Technician position rather than the military position.
- f. An employee in technician status will not ordinarily be required to perform incidental military duties such as charge of quarters, barracks chief, officer of the day or any other duties not required of any other civilian class member. A policy letter outlining the above provisions will be available for use by technicians attending military service schools. Any conflicts of this provision will be brought to the attention of the employer, the union and resident National Guard liaison for resolution.

**SECTION 15.3 OPPORTUNITY TO ATTEND COURSES RELATABLE TO TECHNICIAN'S POSITION:**

Technicians shall be afforded the opportunity to attend Office of Personnel Management or interagency courses, seminars, or other training courses, which are relatable to the Technician's position when it is determined by the Employer to be in the best interest of the Georgia Technician Program.

**SECTION 15.4 TRAINING AT NON-GOVERNMENT FACILITIES:**

The Employer may permit Technicians to attend training at non-Government facilities when the need for the training has been established and the required training is not reasonably available within the Government.

## **ARTICLE 16**

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 16.1 POLICY:**

The Georgia National Guard Technician Equal Employment Opportunity Affirmative Action Plan/Affirmative Employment Plan establishes the requirements of national policy and federal law. It assures equal employment development, promotion and treatment of the National Guard Technicians. The Employer and the Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and Technicians and prohibit discrimination because of. Both parties agree to promote and support all programs for equal employment opportunity through a positive and continuing effort.

#### **SECTION 16.2 EEO COMPLAINT PROCEDURES:**

Any Technician who believes they have been discriminated against in any matter because of age, race, color, ethnicity, gender, national origin, or non-disqualifying handicap may file an EEO complaint through the statutory complaint procedure by contacting a designated EEO counselor for that specific area within forty-five (45) calendar day of the occurrence.

#### **SECTION 16.3 COMPLAINTS ALLEGING SEXUAL HARASSMENT:**

- a. The employer and the Labor Organization agree that sexual harassment in the workplace will not be condoned.
- b. Reported cases of sexual harassment will receive prompt and positive action.
- c. Any Technician who feel they have been the victim of sexual harassment may file a complaint through the statutory complaint procedure by contacting an EEO counselor within forty five (45) days of the occurrence.

## **ARTICLE 17**

### **GRIEVANCE AND ARBITRATION**

#### **SECTION 17.1 GENERAL:**

- a. This grievance procedure will be the exclusive method of grievance resolution for all bargaining unit Technicians.
- b. The Technician retains the right to request Labor Organization representation in the grievance procedure or to decline such representation. If the Technician chooses not to have representation, that waiver must be in writing. The Labor Organization designated representative will be served a copy of this waiver.
- c. The Labor Organization will be given the opportunity to have a representative present during all grievance proceedings to insure that the adjustments of the grievance are not inconsistent with the terms of this Labor/Management agreement.

#### **SECTION 17.2 DEFINITIONS:**

A Grievance is:

- a. Any complaint by any Technician concerning any matter relating to the employment of the Technician;
- b. Any complaint by any Labor Organization concerning any matter relating to the employment of any Technician; or
- c. Any complaint by any Technician, Labor Organization, or agency concerning:
- d. The effect or interpretation or a claim of breach of a collective bargaining agreement; or
- e. any claimed violation, misinterpretation, or misapplication of
- f. any law, rule, or regulation affecting conditions of employment.

#### **SECTION 17.3 EXCLUSIONS:**

Grievance on the following matters are specifically excluded from the application of these negotiated procedures:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 of Title 5. (National Security).
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of a Technician. This matter may be appealed under other procedures. For GS Technicians TPR 500 (511.6), for WG Technicians TPR 532-1 S7, (532-1) are applicable references.
- f. Actions covered by the statutory appeals procedure Section 709 (f), Title 32, USC.
- g. Termination of a trial period/probationary Technician.
- h. Equal Employment Opportunity complaints.

**SECTION 17.4 REPRESENTATION:**

The Labor Organization is assured the right to represent itself and/or each and any Technician in the bargaining unit in the presentation and processing of any grievance.

**SECTION 17.5 PROCEDURES:**

The employer and the Labor Organization agree that this negotiated procedure is the exclusive procedure available to the Labor Organization and the Technician(s) in the bargaining unit for the processing of any grievance. If an employee believes they have been effected by a prohibited personnel practice, they may use either the negotiated or statutory procedures.

**SECTION 17.6 TECHNICIAN RIGHTS:**

All Technicians have the right to present their grievances to the appropriate management officials for prompt consideration. This procedure provides a means for the prompt and orderly consideration and resolution of Technician(s) or Labor Organization grievances. In exercising this right, the Technician(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

**SECTION 17.7 PRESENTING A GRIEVANCE:**

- a. A grievance must be presented using the agreed to grievance form which is included as part of this article.
- b. If a Technician or group of Technicians elect to present their grievance without the assistance of the Labor Organization, adjustments of the grievance will not be inconsistent with the provisions of this agreement.
- c. The appropriate supervisor or manager involved will notify the Labor Organization of grievance proceedings and inform them of the time and place of such proceedings. The point of contact will be the Chapter President or his designated representative.

**SECTION 17.8 OFFICIAL TIME:**

Official time, without charge to leave, will be afforded in accordance with the following:

- a. To the Technician to discuss, informally, with his/her first line supervisor and/or their Labor Organization representative, any dissatisfaction the Technician may have.
- b. To a Labor Organization representative to discuss informally or formally with the appropriate management official any complaint the Labor Organization may have concerning matters under this agreement.
- c. To the Technician and the designated Labor Organization representative for preparing, presenting and processing the grievance.

**SECTION 17.9 GRIEVANCE PROCEDURES:**

- a. A Technician grievance must be taken up with the Technician's immediate supervisor within twenty-one (21) calendar days after the occurrence of the matter generating the grievance or when the

technician should reasonably have been aware of being aggrieved. In cases where the technician could not reasonably be aware of being aggrieved, the above time limit may be extended up to twelve months with concurrence of the labor organization and HRO.

b. Grievances will be processed in the following manner:

(1) INFORMAL GRIEVANCE PROCESS.

(a) A Technician or Technicians who have a grievance must first attempt to resolve the grievance with the appropriate supervisor/manager. The Technician, if he/she chooses, may be represented or accompanied by a representative of the Labor Organization or someone approved by the Labor Organization. The grievance may be presented either orally or in writing and the reply may be oral or written. The supervisor will make his/her decision within seven (7) calendar days after the grievance has been presented to him/her. The date of receipt of the grievance does not count in the seven calendar day limit.

(b) If a settlement cannot be agreed to under the informal grievance process, then the formal grievance procedure will be utilized.

(2) FORMAL GRIEVANCE PROCESS.

(a) The grievance will be prepared in writing, utilizing the agreed to form. The designated labor representative will present the grievance to the appropriate Selecting Official. The grievance and information will be discussed at the time of the presentation of the grievance.

(b) The Selecting Official will provide a written decision to the individual and the Labor Organization representative within seven (7) calendar days.

(c) If the grievant is dissatisfied with the decision in 17.9 (b)(2), a written grievance and attachments may be submitted to the Adjutant General within fifteen (15) calendar days.

(d) The Adjutant General will issue his written decision within fifteen (15) calendar days to the grievant and the Labor Organization.

**SECTION 17.10 LABOR ORGANIZATION GRIEVANCE:**

a. Labor Organization initiated grievances will name the Selecting Official as the respondent, unless the grievance is against the HRO or Adjutant General, who will be named as the respondent.

b. The following procedures will be utilized for all Labor Organization grievances:

(1) INFORMAL GRIEVANCE PROCESS.

(2) The Labor Organization agrees to consider an attempt to informally resolve the grievance at an appropriate level prior to formal presentation.

(3) If a settlement cannot be agreed to under the informal grievance process, then the formal grievance procedure will be utilized.

(4) FORMAL GRIEVANCE PROCESS.

(5) The grievance will be prepared in writing and submitted to the named respondent utilizing the agreed to form. The event(s) leading to the grievance may be discussed at the time of the presentation of the grievance. If the Adjutant General is the respondent, the decision will be served to the State Chairman.

- (6) The appropriate respondent will provide a written decision within fifteen (15) calendar days to the Labor Organization Chapter President.
- c. If the Labor Organization is dissatisfied with the decision in 17.10 (b)(2), a written grievance and attachments will be submitted to the Adjutant General within fifteen (15) calendar days. The Labor Organization will be provided a written decision within fifteen (15) calendar days. If the Adjutant General does not sustain the grievance, a reason in writing will be provided to the Labor Organization.

#### **SECTION 17.11 RIGHT TO INFORMATION:**

If, due to a grievance denial, arbitration is invoked by either party, all documents, reports and evidence relied on will be exchanged by both parties in a final effort to resolve the grievance prior to the scheduled arbitration. All information will be considered privileged and confidential and will not be used for any other purpose except for invoking arbitration.

#### **SECTION 17.12 ARBITRATION:**

- a. Arbitration may be used to settle unresolved grievances.
- b. Only the Labor Organization or the Employer may invoke the provision of this section.
- c. Within 21 calendar days after The Adjutant General issues the final decision of the grievance, the Labor Organization or the Employer should provide written notification to the other party for the grievance to be submitted to arbitration.
- d. If either party questions the arbitrability of a matter because of alleged conflict with applicable existing law or circumstances, the arbitrator will simultaneously hear the question of arbitrability and the merit(s) of the case. The arbitrator will then rule on the question of the arbitrability and when applicable, the subsequent question(s) on the merit of the case.

#### **SECTION 17.13 ARBITRATOR SELECTION:**

- a. The party invoking arbitration will request from the Federal Mediation and Conciliation Service a list of seven (7) impartial persons qualified to serve as arbitrators. A copy of the request will be provided to the other party as notification of arbitration.
- b. Within fifteen (15) calendar days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, then the parties will alternately strike the name from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance.
- c. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection. The parties agree that if the selected arbitrator is unavailable to hear the grievance within forty five (45) calendar days the parties may select a new arbitrator using the above procedures.

**SECTION 17.14 ARBITRATION EXPENSES:**

All expenses of the arbitrator and FMCS fees shall be borne equally by the Employer and the Labor Organization. The arbitration hearing shall be conducted during the regular day shift work hours of the basic workweek, and the Technician representative and Technician appellant shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. Cost of non-Technician witness expenses will be borne by the party calling the witness.

**SECTION 17.15 ARBITRATION DECISION:**

The arbitrator is requested by both parties to render a decision as quickly as possible, but in any event, no later than sixty (60) days after the conclusion of the hearings or receipt of any required briefs and transcripts.

**SECTION 17.16 FLRA EXCEPTIONS:**

The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to an arbitrator's award. The period for filing exceptions is not later than thirty (30) days from the date the award is served on the parties. The date of service is the date the arbitrator award is deposited in the US Mail or is delivered in person. It is understood that if no exceptions to an award are filed during this thirty (30) day period, the award shall be final and binding, effective on the thirty first (31st) day.

**SECTION 17.17 COMPLIANCE:**

Certificate of compliance with the decision of the arbitrator, to include corrective action where appropriate, shall be provided to the other party as soon as practical.

**SECTION 17.18 TIME LIMITS:**

- a. Failure of management officials or supervisors to observe the time limits in this Article will automatically permit the grievant to advance to the next step of the grievance procedure.
- b. Failure of the grievant to observe the time limits will terminate the grievance, except as provided by Section 18c.
- c. All time limits provided in this Article may be extended by mutual agreement.

**SECTION 17.19 GRIEVANCE FILE:**

- a. When a Technician submits a grievance in writing, a copy will be forwarded by the Selecting Official to the HRO. A grievance file will be established and the record copy maintained by the HRO. The file is an independent file, separate and distinct from the Official Personnel Folder maintained in the HRO. It will contain all information necessary for a clear understanding of the case, including, as a minimum, the following:
  - (1) The written grievance.
  - (2) Any record memorandums prepared following discussions.

- (3) The Adjutant General's decision.
- b. After resolution or final decision of the grievance, the file will be retained in the HRO for a period not to exceed two years. This file will not be utilized for any capricious act against the grievant or any Technician named in the grievance.

**SECTION 17.20 REPRISALS:**

There will be no reprisal against a Technician because they exercised or expressed an intention to exercise any of their rights as listed in this article.

## **ARTICLE 18**

### **PERFORMANCE MANAGEMENT**

#### **SECTION 18.1 RESPONSIBILITIES:**

- a. This article explains and supplements the performance appraisal system for all Georgia National Guard Technicians in accordance with the provisions of 5 CFR Part 430, NGB TPR 430 and GA HRR 430.
- b. The employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire Georgia National Guard. The effectiveness of the performance evaluation system is the combined responsibility of each permanent Technician and their supervisor. The Parties agree that the appraisal process is more than a once a year meeting during which performance is evaluated. During the appraisal period, Technicians will be periodically informed as to how they are performing in relation to the written performance standards. Thus the final appraisal should not be a surprise to the Technician.

#### **SECTION 18.2 APPRAISALS:**

- a. Technician will be given a Technician Performance Appraisal.
- b. A minimum of 120 days supervision is required before an appraisal can be rendered.
- c. A closeout performance appraisal will be required when:
  - (1) Technicians are reassigned or promoted to another position or changed to a lower grade provided a minimum of 120 days has lapsed since the previous appraisal.
  - (2) A change occurs in the performance standard within 120 days before the last day of birth month. Job performance standards will not be changed during the last 120 days of the rating period except when there is a major change in a Technician's duty or responsibility, which is identified as a critical element.
  - (3) There is a change in the immediate supervisor provided there are less than 120 days remaining within the appraisal period after the appointment of the new supervisor.
- d. The employer recognizes the importance of a closeout appraisal and will make every effort to ensure closeout performance appraisals are completed as required by GA HRR 430 and this article.

#### **SECTION 18.3 PERFORMANCE STANDARDS AND ELEMENTS:**

- a. GA HRR 430 will be used as a guide in the development of performance standards and identification of critical elements.
- b. The supervisor with Technician "participation" will establish performance standards and critical elements that are an accurate reflection of duties to be performed, and then sign and date the performance standard and critical elements form, GA HRR Form 430.
- c. When a supervisor and a Technician cannot agree on critical job elements and/or performance standards, the reviewer will participate with the appraiser to resolve any disagreement.
- d. The Technician has the right to grieve at any time the content of a performance standard which:

- (1) Fails to incorporate law, rule, regulation.
- (2) Does not correspond to the position description; or,
- (3) Fails to accurately reflect the actual duties performed.
- e. The supervisor will discuss the performance standard with the Technician at the beginning of each appraisal period. If the performance standard does not change from one rating to the next, the supervisor will annotate the performance standard discussion on NGB Form 904-1 (Supervisor's Record of Technician Employment) or Supervisor's automated employee brief. The Technician will then date and initial the entry on the applicable form. Whenever a performance standard is revised, a copy of the standard will be provided to the Technician.
- f. It is encouraged that performance standards be established at multiple levels. For example, these levels may include Excellent and Outstanding appraisal levels of performance that can clearly be distinguished from fully acceptable performance.

#### **SECTION 18.4 COMPLETING APPRAISALS:**

It is the responsibility of the employer to ensure the timely completion of both the performance standard and the performance evaluation; that the evaluated Technician receives the original of both documents; and that an accurate copy of each document is promptly forwarded to the HRO for placement in the Technician's performance folder.

- a. At the end of the appraisal period, the supervisor will review the performance appraisal with the Technician. The Technician may question the appraiser on any aspect of the appraisal.
- b. If the Technician experiences a problem in receiving a timely performance evaluation or has question concerning any aspect of the performance evaluation process, that Technician is entitled to bring the matter to the supervisor's attention, contact the HRO Labor Relations Specialist, Employee Relations Specialist, or the shop steward.
- c. Appraisals will not be backdated. If an appraisal cannot be performed on time (during the Technician's birth month), the Technician will be notified. This notification will include an explanation for the late appraisal. The appraisal will then be dated when it is actually received and signed.
- d. For unsatisfactory performance appraisals, Technicians may file a grievance under Article 17, Grievance Procedures, or file an appeal to the State Impartial Review Board, but not both. All other performance appraisals must be grieved in accordance with Article 17, Grievance Procedures.

#### **SECTION 18.5 APPRAISAL BASED ON PERFORMANCE:**

The time spent by Labor Organization representatives in the performance of their representational duties should not be taken into account when the supervisor accomplishes the performance appraisal. Rather, the performance appraisal should be based solely on performance of their officially assigned duties.

## **SECTION 18.6 LEVELS OF PERFORMANCE**

GA HRR 430, established by and subject to change by the Employer, outlines the performance evaluation system for Georgia National Guard Technicians. The employer currently defines the following five-tier rating system to determine the overall rating score:

Outstanding	Five Point Rating
Excellent	Four Point Rating
Satisfactory (Fully Acceptable)	Three Point Rating
Marginal	Two Point Rating
Unacceptable	One Point Rating

## **SECTION 18.7 UNACCEPTABLE PERFORMANCE:**

- a. Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions and will be informed when their performance is unacceptable in any element of the job.
- b. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training. However, if the Technician's performance in any critical element continues to be unacceptable, despite efforts by the supervisor or manager to improve performance, the Technician must be reduced in grade (demoted), removed based on unacceptable performance, or reassigned to another position for which the Technician is qualified.
- c. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing and the Technician has been given a copy of these standards, and the Technician has been given at least 30 days to improve their performance. GA HRR 430 contains additional guidance concerning the performance appraisal process.

## **ARTICLE 19**

### **IMPACT AND IMPLEMENTATION (I&I) BARGAINING**

#### **SECTION 19.1 PURPOSE:**

Prior to implementation of any event that could adversely affect members of the bargaining unit, management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the event(s). Such negotiation will take place prior to any announcement of the proposed management action, which could adversely affect a bargaining unit member's condition of employment.

#### **SECTION 19.2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING:**

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to changes in personnel policies and practices as they apply to working conditions: such as safety, labor management cooperation, Technician services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction-in-force procedures, hours of work, and TDY assignment procedures.

#### **SECTION 19.3 CHANGES AFFECTING WORKING CONDITIONS:**

Management agrees to provide to the State Chairman or his designated representative draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, management will be contacted within ten (10) working days after receipt of draft copies to establish a meeting time/place to discuss the matter.

#### **SECTION 19.4 MEETINGS:**

- a. Upon notification by the Labor Organization, management agrees to meet and confer as soon as practical. Date and time will be by mutual consent.
- b. The employer and Labor Organization agree to render decision on issues not resolved at the meeting, normally within ten (10) working days unless it is mutually agreed otherwise.
- c. Consistent with the above, and within the authority to do so, the Employer agrees not to make changes in personnel policies and practices that effect working conditions without prior negotiation/consultations with the Labor Organization.

**ARTICLE 20**  
**DISCIPLINE**

**SECTION 20.1 GENERAL:**

- a. This article applies to matters of CONDUCT only; actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency's performance appraisal system and contract modifications. It is acknowledged that in some cases, disciplinary actions are necessary. However, they should always be of a constructive nature, not necessarily punitive, and will not be used as a means of harassment to Technicians.
- b. Subject to applicable law, rule, and regulation, Technicians shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities. The standard of nexus shall apply.
- c. The parties recognize that there are two types of Technician disciplinary actions that may be appropriate; i.e., informal disciplinary action and formal disciplinary action. Disciplinary action will be for the sole purpose of correcting offending Technician and problem situations and maintaining discipline and morale among other Technicians. A supervisor should consider a closer degree of individual supervision and/or counseling and warnings to effect corrective action prior to undertaking a formal disciplinary action.
- d. In order to be effective, constructive discipline must be timely. When possible, disciplinary action should be initiated within twenty-one (21) calendar days after the offense becomes known to the individual's supervisor. In those situations where management cannot meet this time period, the effected Technician and their selected representative will be notified of the pending action and reason for the delay.

**SECTION 20.2 INFORMAL DISCIPLINE:**

- a. Informal disciplinary action will consist of a counseling with the Technician by his/her supervisor. The Technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. The Technician will have a Labor Organization representative present if the Technician requests representation.
- b. Counseling will be recorded on NGB Form 904-1 or the automated supervisor's brief, in pencil, and may not exceed six (6) months unless there is a recurring and continuing problem of a similar nature. The supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.
- c. A counseling may be grieved through the negotiated grievance procedure. A successful grievance could cause any record of the counseling to be deleted.

### **SECTION 20.3 FORMAL DISCIPLINE:**

- a. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reduction in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade, and removal actions are considered adverse actions since they affect the pay of the Technician.
- b. Before disciplining a Technician, the supervisor will gather all available facts and discuss them with the Technician, allowing the Technician an opportunity to express his/her views and provide explanation. After considering the Technician's response, the supervisor will then advise the Technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon, the following procedure will apply:
  - (1) An oral admonishment:
    - (a) Is a disciplinary action that notifies a Technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the Technician to understand why the admonishment is necessary.
    - (b) Will be annotated in pencil (date and subject) on the NGB Form 904-1 or automated supervisor's brief. The admonishment may not be retained longer than nine (9) months unless there is a recurring and continuing problem of a similar nature. The supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.
  - (2) Written reprimand will:
    - (a) Normally be issued by the first-level supervisor and coordinated with HRO for contract and regulatory compliance.
    - (b) Describe the offense in sufficient detail to enable the Technician to understand why the reprimand is necessary.
    - (c) Inform the Technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) until a specific date. Retention period will be twelve (12) months. The supervisor may remove the annotation prior to the specified time if they feel the problem has been resolved.
  - (3) A grievance of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful grievance could cause the action to be withdrawn and any record of the action to be deleted.
  - (4) Once the reference to an oral admonishment is erased, or a letter of reprimand is removed from the OPF, it is to be regarded as never having occurred. Reference may not be made to the withdrawn record, and it may not be used or relied on to support any subsequent actions.
- c. If adverse action is decided upon, the procedure in Section 20.4 applies.

### **SECTION 20.4 ADVERSE ACTION:**

- a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any Technician.

- b. There must be a reason for taking adverse action; that reason is commonly referred to as "cause" and is defined as "an offense against the Employer/Technician relationship". What constitutes "cause" is a decision that must be made on the merits of each situation.
- c. Having "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (for example, the efficiency of the service requires Technicians be present to perform duties of their positions as scheduled. Therefore, tardiness, AWOL, or failure to request prior approval for leave has an adverse effect on the efficiency of the service).
- d. During a proposed adverse action the employee will ordinarily remain in a duty status pending the original decision from the deciding official. In those rare circumstances when management determines the employee's presence at the worksite may not be in the Government's best interest, the technician may be placed in a non-duty pay status for all or part of the time it takes to process the original decision action.
- e. Where the original decision letter imposes a suspension, change to lower grade or removal, imposition of the action may be held in abeyance at the request of the technician and concurrence of The Adjutant General.
  - (1) The request will be made to the Adjutant General, with written justification, through the HRO within five (5) calendar days after issuance of the original decision.
  - (2) The Adjutant General's representatives will consider the request and will provide an opportunity to meet and confer with the Technician and their representative on the merits of the request.
  - (3) The Adjutant General or designated representative will render a written decision within five (5) calendar days after the information is received and the meeting has occurred to inform the technician as to whether or not the request will be granted.
  - (4) All of the actions (in 1 through 3 above) must be accomplished prior to the effective date of the adverse action in the original decision.
- f. Adverse actions will not be initiated by any supervisor without consulting with the Deciding Official. Due to the sensitivity and complexity of adverse actions HRO clearance on the procedural aspects of the action MUST be obtained prior to issuance of a proposed adverse action notice, original decision, or final decision.
- g. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:
  - (1) Technicians will be given a notice of proposed adverse action signed by the individual proposing the action.
  - (2) The Technician will be allowed twenty-one (21) calendar days to reply to the charges, in writing and/or in person, to the Deciding Official. A reasonable amount of official time will be provided to the Technician and their union representative to prepare the reply to the proposed action.

- (3) The Technician will be issued a Notice of Original Decision, signed by the Deciding Official, that will state the specific action being taken. The Original Decision will be issued within twenty-one (21) calendar days of the Technician response or after the reply period has ended.
  - (4) Upon receipt of the decision, the Technician has twenty (20) calendar days to file for an appellant review by The Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.
  - (5) Technicians requesting an appeal may bring up factors which would benefit their case and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation and who the representative will be, if known.
  - (6) If the Technician requests an administrative hearing, the HRO will submit a written request to NGB-HR for a list of hearing examiners from which the Adjutant General may make a selection. The employer will pay the Hearing Examiner's per diem and travel. The HRO will provide written notification to the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General within forty-five (45) calendar days after receipt of the verbatim transcript. The Adjutant General will consider the hearing examiner's recommendation when making the final decision.
  - (7) The Adjutant General will normally issue his final decision within fifteen (15) calendar days, but not later than thirty (30) calendar days, after receiving the hearing examiner's recommendation or considering the evidence presented during an appellate review.
- h. Extensions to the above time-frames may be approved by the HRO.

#### **SECTION 20.5 REPRESENTATION:**

Investigation into the proposing of disciplinary actions shall be handled in an expeditious manner after the employer has become aware of the alleged misconduct.

- a. Prior to any discussions or investigatory interviews, the supervisor will notify the Technician that the issues to be discussed may lead to disciplinary or adverse actions.
- b. The employer representative should advise the technician of the right to representation prior to any examination that may result in disciplinary action. However, it is the Technician's responsibility to request Labor Organization representation.
  - (1) If the Technician requests representation, no further questioning or discussion will take place until the representative is present.
  - (2) If the Technician chooses not to have representation, that waiver must be in writing. The Technician will provide a copy of the waiver to the Labor Organization and the Employer will maintain a copy in the file.
  - (3) An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time until the Technician(s) representative can be present.
  - (4) Once the Technician requests representation, the Technician has the right to remain silent and may refuse to give a written statement until the Technician's representative is present.

## **SECTION 20.6 RECORDS:**

To protect the confidentiality of NGB Form 904-1 and/or automated supervisor's brief and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/Technician concerned. Other individuals or representatives of Technicians may review NGB Form 904-1 if they are designated in writing to perform such reviews. A copy of the written designation will be provided to the supervisor upon request.

## **SECTION 20.7 DOCUMENT FILES:**

- a. In any disciplinary action, an Technician or their designated representative will, upon written request, be furnished a copy of all written documents in the employer's files which contain evidence used by the Employer to support any disciplinary or adverse action. Informal notes made by supervisors that allege infractions, tardiness, etc., cannot be used in proceedings against Technicians, unless the notes are timely disclosed beforehand and used to support the action.
- b. No written entry will be made in a Technician's files concerning disciplinary matters without the knowledge of the Technician. The Technician should initial the entry. The Technicians initials acknowledge ONLY that the technician knows that an entry was made, but in no circumstances will initialing the entry be considered as an agreement with the entry or an admission of guilt.
- c. Any of the above records, notes or diaries shall not be used as a basis to support:
  - (1) A performance evaluation of marginal or unacceptable;
  - (2) The denial of a career ladder promotion, or;
  - (3) The denial of a within-grade increase;
  - (4) unless the technician has been shown and provided a copy of such documentation within a reasonable period of time, normally not to exceed thirty (30) calendar days, after it has been determined that the information will be used for such purpose, and before it is used.

## **ARTICLE 21**

### **TRAVEL AND TEMPORARY DUTY**

#### **SECTION 21.1 PER DIEM:**

- a. Travel and per diem will be authorized and performed in accordance with Department of Defense (DoD) Joint Travel Regulations (JTR) Volume II.
- b. Technicians may be issued a government credit card, in accordance with the prescribed rules governing the use of such card.
- c. Advance per diem may be authorized in accordance with Volume II, JTR. The Government credit card may be used to obtain a cash advance from an ATM for travel.

#### **SECTION 21.2 ORDERS:**

- a. TDY/travel orders will be issued when Technicians are given work assignments for duty performed away from the individual's normal duty station when duty day is expected to exceed 10 hours.
- b. TDY/travel order will be generated in accordance with published procedures and provided to Technicians prior to the departure date to the maximum extent possible. Only in rare cases will Technicians be required to travel without written orders.

#### **SECTION 21.3 TRAVEL VOUCHERS:**

- a. Upon completion of TDY travel, the Technician will normally forward the travel voucher (DD Form 1351-2) so that the claim arrives at the Comptroller Travel and Voucher Examination section within five (5) days after completion of travel.
- b. Technicians who need assistance in completing their voucher should contact their immediate supervisor.
- c. The Comptroller Travel and Voucher Examination section will process vouchers for payment in an expeditious manner. If payment is not received within 30 days after proper submission of a travel voucher, late charges may be dropped and interest paid by the employer in accordance with the prompt payment act.

#### **SECTION 21.4 COMPENSATORY TIME WHILE IN A TRAVEL STATUS:**

- a. Consistent with applicable regulations, Technicians may earn compensatory time while performing Technician duties at the TDY station when mission requirements extend beyond the normal duty day.
- b. Normally, Technicians will travel during regular work hours to the temporary duty work site. When traveling outside normal duty hours, compensatory time may be granted to a Technician in accordance with applicable regulations.

## **ARTICLE 22**

### **GENERAL**

#### **SECTION 22.1 HUMAN RESOURCES MANNING DOCUMENT:**

The Employer will provide the State Chairman a copy of the Human Resources Manning Documents on a quarterly basis.

#### **SECTION 22.2 MEETING ROOMS:**

When the Labor Organization desires meeting rooms for the purpose of conducting General Labor Organization Membership meetings, the Employer will provide available space when it can be provided without significant additional cost, and when it will not create the need for additional security personnel. The Labor Organization will submit all requests for the use of meeting rooms to the Employer or his designated representative as soon as possible in advance of the date of the meeting to include the time, date, and facilities desired.

#### **SECTION 22.3 LABOR ORGANIZATION BUSINESS OFFICE AND USE OF WORK AREA:**

The Employer recognizes the labor organization's need for office space and counseling areas for accomplishing statutory bargaining unit representational duties at GA NG State Headquarters, MATES, 116<sup>th</sup> BW, 165<sup>th</sup> AW, and other mutually agreed locations.

- a. Depending on the employer's facilities, the employer agrees to make every effort to provide sole use office space. If sole use space is not available, the office provided shall be mutually agreed shared use, and climate controlled consistent with other offices at the location.
- b. The Employer agrees to permit Labor Organization Officers and Stewards to utilize their desks and filing cabinets within their work area to maintain Labor Organization records so long as the equipment is available and it does not interfere with the mission of the organization. The employer may allow the labor organization the use of excess furniture and equipment in accordance with applicable regulations.
- c. The labor organization may provide and post signs, identifying labor organization sole use or shared office space consistent with those in use at the specified location in accordance with applicable regulations.
- d. Consistent with mission requirements, the employer agrees to make available, within a reasonable amount of time, private use of shared space at work areas without sole use space for counseling or representational activities.

#### **SECTION 22.4 USE OF DISTRIBUTION CENTERS:**

The Labor Organization officials and stewards will be permitted to use any existing distribution centers for the purpose of disseminating information to specific individuals provided such use is at no expense to the agency. The Employer will not be responsible for Labor Organization material submitted through the distribution centers.

#### **SECTION 22.5 USE OF SPACE FOR BULLETIN BOARDS AND WEB PAGES:**

Reasonable space will be designated for bulletin boards in major work areas for the display of Labor Organization literature, correspondence and notices. Bulletin boards will be maintained in a neat and orderly manner. Web space, in accordance with applicable regulations and policies relating to use of government communications resources, may be made available on the agency's web servers to allow posting of informational and representational material on the union.

#### **SECTION 22.6 COPIES AND DISTRIBUTION OF AGREEMENT:**

Copies of this Agreement will be printed within thirty (30) days subject to Defense Printing Service schedules and furnished to all bargaining unit Technicians. The Employer will furnish 100 copies of this Agreement to the Labor Organization for its use. The cost of printing this Agreement shall be borne by the Employer. Amendments and addendum's shall be distributed in the same manner and quantity as the basic contract.

#### **SECTION 22.7 ACCESS TO AGENCY OFFICE MACHINES AND COMMUNICATIONS RESOURCES:**

- a. Agency telephones, FAX machines, and agency internet/intranet access will be authorized for use during normal working hours for Labor Organization officials/stewards conducting official representational duties.
- b. All long-distance/access charges (for voice, modem or FAX) incurred in this usage are the responsibility of the employer and are subject to audit and review.
- c. The employer may provide to the labor organization one or more exclusive use or shared computer systems comparable to those currently in use on a daily basis.
- d. The use of agency communications resources will be in accordance with applicable laws and regulations and subject to monitoring.
- e. Additional telephones and computers supplied at union expense may be allowed provided they do not connect to the employer's networks or equipment in any way.
- f. The Labor Organization may, when conducting official representational duties, utilize agency reproduction machines to reproduce material(s) when such use does not pose an undue burden or expense to the agency.

#### **SECTION 22.8 JANITORIAL WORK BY TECHNICIANS:**

Normally, janitorial work should not be assigned to bargaining unit Technicians working at a Technician activity which is covered by a janitorial service contract. However, during an emergency, or when a janitorial service contract is not in force or insufficient to complete the work, management retains the right to assign janitorial duties to employees. Employees may be assigned required janitorial work by the appropriate supervisor. Janitorial duties will be assigned impartially among similar graded positions, and in consonance with proper personnel utilization and work requirements.

#### **SECTION 22.9 MAINTENANCE OF GROUNDS BY TECHNICIANS:**

Normally, Technicians should not be required to perform routine maintenance of grounds at National Guard Sites. However, when maintenance of ground service is not available or insufficient to complete the work, management retains the right to assign routine grounds maintenance work to employees. This section does not preclude employees from performing routine maintenance of grounds purely on a volunteer basis.

#### **SECTION 22.10 TRAVEL BY AIR:**

If a Technician has a bona fide fear or aversion to flying, to the extent that serious psychological physical reaction would result, the Technician will not be required to travel by air. It will be the Technician's responsibility to inform the management official directing the travel in order that a medical certificate may be obtained in accordance with the Joint Travel Regulation.

#### **SECTION 22.11 PER DIEM AND TRAVEL FOR BARGAINING NEGOTIATIONS:**

Per diem and travel will be authorized in accordance with the provisions of JTR, Volume 2, for Technician Labor Organization officials employed by the Georgia Department of Defense for the conduct of contract negotiations and mid-term bargaining. The number of union officials authorized this allowance will not exceed those identified in the Memorandum of Understanding for the purpose of contract negotiations and mid-term bargaining or any amendments thereto. Authorization for Travel for contract negotiations and mid-term bargaining must be requested and approved through the HRO.

#### **SECTION 22.12 DEFINITIONS:**

Definitions: When used in this agreement.

- a. "Immediate work area" is that area in which a Technician is required to perform work and which is under control of the Employer.
- b. "Bargaining Unit" is the term describing the appropriate unit for which exclusive Labor Organization representation is granted. It includes all Technicians of the Georgia Army and Air National Guard except management officials, supervisors, confidential Technicians, and Technicians engaged in Federal personnel work in other than a purely clerical capacity.
- c. "Supervisor" as used in this agreement means a Technician (employer representative) having authority, in the interest of an agency, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other Technicians, or having the responsibility to direct them, or to adjust their grievances, or to effectively recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- d. "Technicians" as used in this agreement refer to those individuals who are employed by the Georgia Army and Air National Guard as Federal Civil Service employees and who are in the bargaining unit.

- e. "Confidential Technician" is an employee who acts in a confidential capacity to an official who, as the head of an office or installation, carries out management policies regarding labor relations, such as discipline, reduction-in-force, grievances, negotiations, etc.
- f. "Employer" means The Adjutant General of Georgia and designated representatives. Designated representatives act as agents in executing policies and programs of The Adjutant General.
- g. "Labor Organization" means the Georgia Association of Civilian Technicians, Inc., and its officers and stewards who act as agents in carrying out its rights and responsibilities under PL 95-454, as amended.
- h. "Steward" is a Technician who has been elected by the Labor Organization to represent Technicians on behalf of the Labor Organization in complaints, grievances, adverse actions, disciplinary actions, and any other matter authorized by PL 95-454, as amended.
- i. "Excused absence" is an absence from duty administratively authorized without loss of pay and without charge to leave.
- j. "Management official" means an employee having authority to make, or to influence effectively the making of policy, necessary to the agency or activity, with respect to personnel, procedures, or programs.
- k. "Georgia Department of Defense" in the context of this agreement refers to the Georgia Army and Air National Guard.
- l. "Selecting Official" is an individual (employer representative) appointed by The Adjutant General as the administrative head of an organization for the purpose of assisting in the administration of the National Guard Technician Personnel Program within the State. The Selecting Official may designate their authority to other management officials. The list of selecting officials and their designee will be provided to the union.

### **SECTION 22.13 PHYSICAL FITNESS**

Workload permitting, Civilian Technicians are authorized official time to participate in the physical fitness program in accordance with the Adjutant General's physical fitness policy.

## **ARTICLE 23**

### **DURATION AND CHANGES**

#### **SECTION 23.1 EFFECTIVE DATE:**

The effective date of this agreement shall be after execution by the parties and approved by Defense Civilian Personnel Management Service-DCPMS (Approving Agency). Both dates will be made a part of the agreement prior to distribution.

#### **SECTION 23.2 AGENCY APPROVAL:**

- a. The Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.
- b. If the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Employer and the Labor Organization on the 31<sup>st</sup> day, subject to provisions of applicable law, rule, or regulation.
- c. In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of articles not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate and subsequent approval by the Agency.

#### **SECTION 23.3 AGREEMENT DURATION:**

This agreement will remain in full force and effect for three years from the date of approval by the Agency, or, under the provisions of PL 95-454, Section 7114, (c) (3) which ever is applicable.

#### **SECTION 23.4 AGREEMENT PRECEDENCE:**

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which predate, as well as those that postdate this agreement.

#### **SECTION 23.5 AGREEMENT AMENDMENTS/SUPPLEMENTS:**

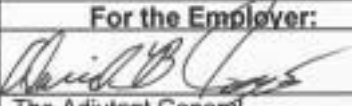
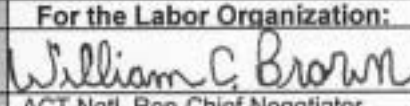
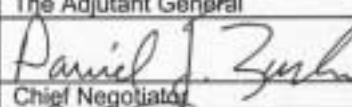
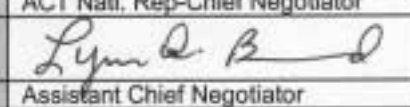
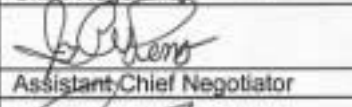
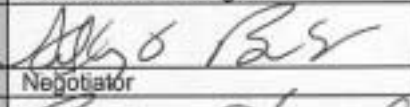
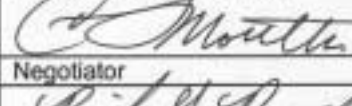
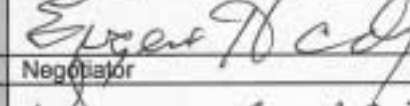
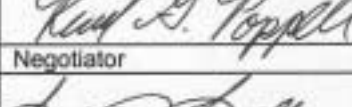
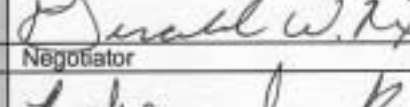
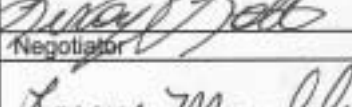
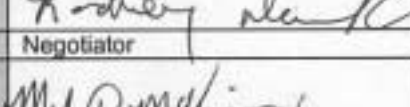
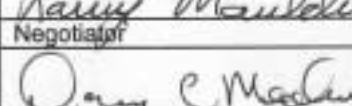
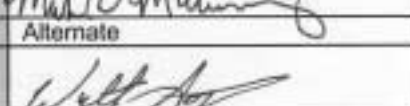
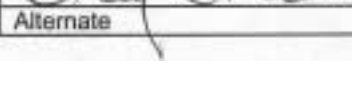
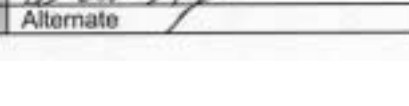
- a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:
  - (1) Either party may initiate negotiations at the midpoint of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement.
  - (2) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.
- b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the proposed change to the Labor-Management Agreement.
- c. Representatives of the Employer and the Labor Organization will meet within thirty (30) days to commence negotiations of the proposal unless a later date is mutually agreed upon.

- d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in section 2 of this article.

**SECTION 23.6 NEGOTIATING A NEW AGREEMENT:**

- a. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.
- b. Negotiations for a new agreement will commence no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the termination of this agreement.

In witness whereof, the parties hereto have executed this agreement on the 16<sup>th</sup> day of May 2000.

For the Employer:		For the Labor Organization:
		
The Adjutant General		ACT Natl. Rep-Chief Negotiator
		
Chief Negotiator		Assistant Chief Negotiator
		
Assistant Chief Negotiator		Negotiator
		
Negotiator		Negotiator
		
Negotiator		Negotiator
		
Negotiator		Negotiator
		
Negotiator		Alternate
		
Alternate		Alternate

APPROVED:

For the Defense Civilian Personnel Management Service:



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-5144

AUG - 8 2000

MEMORANDUM FOR THE ADJUTANT GENERAL, GEORGIA  
NATIONAL GUARD, (ATTN: CAPT. JAY PENO)  
BUILDING 21  
935 EAST CONFEDERATE AVENUE, S.E.  
ATLANTA, GEORGIA 30316-0965

SUBJECT: Agreement between The Adjutant General, Georgia Army and Air National Guard and the Georgia Association of Civilian Technicians

The subject agreement, executed on May 16, 2000, was approved on June 15, 2000. Although the agreement was approved, a number of provisions were disapproved because they did not conform to law, rule or regulation. The parties have revised and resubmitted the disapproved provisions via e-mail and have by facsimile dated and received on August 4, 2000, advised that this is jointly agreed upon wording. These revisions resolve all remaining negotiability issues. The agreement, including the previously disapproved provisions, is hereby approved.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

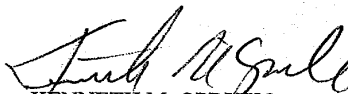
This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations.

Copies of the approved agreement should be forwarded as follows:

- a. Defense Civilian Personnel Management Service (DCPMS) Field Advisory Services Division, Labor Relations Branch, 1400 Key Blvd., Suite B-200, Arlington, Virginia 22209-5144 – two copies and one copy of OPM Form 913-B (attached). Also, please send a copy of the approved agreement on disk (Microsoft Word, WordPerfect or any standard text formats) or e-mail us a copy at labor.relations@cpms.osd.mil.
- b. National Guard Bureau, ATTN: NGB-HRL, 1411 Jefferson Davis Highway, Suite 9100, Arlington, Virginia 22202-3231 – one copy.

If there are any questions concerning the agreement, Bob Alexander can be reached on DSN 426-1302 or commercial (703) 696-1302.

A copy of this memo was served on the union by first class mail on this date.

  
KENNETH M. OPRISKO  
Chief, Field Advisory Services Division

**Important Labor/Management Points of Contact (Officials, Stewards, Managers, HRO):**

[illegible]

**Notes:**

[illegible]

